





## GUIDELINES GOVERNING ALL ADVERTISING IN OR UPON DEKALB PUBLIC TRANSIT VEHICLES AND FACILITIES

### I. PURPOSE:

A. This Transit Advertising Policy (“Advertising Policy”) applies to the posting of all new advertisements on Huskie Line transit vehicles on or after January 1, 2020.

1. DeKalb Transit System. The City of DeKalb (“City”) operates transit services within the DeKalb Urbanized Area, including contracted fixed route and paratransit services. The City’s buses provide nearly 1.2 million rides annually on 19 bus routes, including door-to-door paratransit services.
2. Advertising as Revenue Source. The City’s transit operations are funded by federal, state, and local funds, including grants and fare box revenue. Advertising revenues are an important source of revenue that supports transit operations and augments the City’s transit operating budget.
3. Primary Purpose of the City’s Transit System. The primary purpose of the City’s transit system is to provide safe and efficient public transportation within its service area. The City maintains safe, secure, comfortable, and convenient transit facilities and vehicles to retain existing riders and attract new riders. To generate additional revenue while accomplishing the primary purpose of the City’s transit system, the City will only accept advertising in accordance with this Advertising Policy.
4. Non-Public Forum Status. It is the express intent of this Advertising Policy that the City’s transit system property designated for advertising be a non-public forum to be used for the purpose of generating additional revenue for the City’s transit operations. The City does not intend its acceptance of transit advertising to be used as open public forums for public discourse, debate, or other expressive activity. The City will retain strict control over the nature of advertisement accepted to maintain the City’s transit advertising space as a non-public forum.
5. Policy Advances Revenue Objective. This Advertising Policy advances the City’s transit objectives by adopting viewpoint neutral restrictions on advertisements that could reasonably create substantial controversy, interfere with and divert resources from transit operations, and/or pose significant risks of harm, inconvenience, or annoyance to transit passengers, operators, and vehicles.
6. Application of Policy. This Advertising Policy applies to the posting of all advertisements on the City’s transit system. Huskie Line buses are a non-public forum and, as such, the City will accept only the advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and

restrictions provided herein. This Advertising Policy does not apply to City owned property in the possession of another party pursuant to a lease, license, or concession agreement.

7. Disclaimer of Endorsement. The City's acceptance of an advertisement does not constitute any endorsement of the content or message of the advertisement, including any person, organization, products, services, information, or viewpoints contained therein. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.
8. Organizations Affected: City of DeKalb, Public Works Division, Northern Illinois University, Transdev Services Inc., DBA Huskie Line

## II. ADVERTISING POLICY:

- A. Permitted Advertising Content – The following classes of advertising are authorized on transit facilities and transit vehicles:
  1. Commercial Advertising. Commercial Advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products, or property (real or personal) for commercial purposes.
  2. Government Advertising. Government entities may purchase advertising space for messages that advance specific government purposes.
- B. Prohibited Advertising Content. Advertising is prohibited on Huskie Line buses if it includes any of the following content:
  1. Political. Advertisements promoting or opposing a political party or promoting or opposing the election of any candidate or group of candidates for federal, state, judicial or local government offices, including advertisements that are political in nature or contain political messages, advertisements involving political or judicial figures.
  2. Alcohol. Advertising for alcohol products and by alcohol beverage companies.
  3. Public Issue. Advertisements expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious, or social issues
  4. Prohibited Products, Services, or Activities. Any advertising that promotes or depicts the sale, rental, or use of, or participation in, the following products, services, or activities; or that uses brand names, trademarks, slogans or other material that are identifiable with such products, services, or activities:
    - a. Tobacco: Tobacco products, tobacco related products, and products that simulate smoking or are modeled on the tobacco products, including but not limited to cigarettes, cigars, and smokeless (e.g., chewing) tobacco, and electronic cigarettes, including cannabis and cannabidiol (CBD) products;

- b. Adult/Mature Rated Films, Television or Video Games: Films rated “X” or “NC-17”, television rated “MA” or video games rated “A” or “M”;
- c. Adult Entertainment Facilities: Adult bookstores, adult video stores, nude dance clubs, and other adult entertainment establishments;
- d. Other Adult Services: Adult telephone services, adult internet sites and escort services;
- e. Nudity, Sexual and/or Excretory Subject Matter: Advertising depicting nudity, sexual conduct or sexual excitement is not permitted. The terms “nudity,” “sexual conduct,” and “sexual excitement” have the same meanings herein as defined in the Illinois Compiled Statutes
- f. False or Misleading: Any material that is, or that the sponsor reasonably should have known, is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy;
- g. Copyright, Trademark or Otherwise Unlawful: Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal;
- h. Illegal Activity: Advertising that promotes any activity or product that is illegal under federal, state, or local law;
- i. Profanity and Violence: Advertising that contains y profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent actions towards or upon a person or animal, or that depicts weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner;
- j. Adverse to the City/NIU: Advertising, or any material contained in it, that is directly adverse to the interests of the City and/or Northern Illinois University (“NIU”), or that tends to disparage the City, NIU, or the City’s transit system;
- k. City Graphics of References: Advertising that contains City or NIU graphics, logos, representations without the express written consent of the City or NIU;
- l. Insulting, Degrading, or Offensive: Any material that is so insulting, degrading or offensive that it could incite or produce lawless action in the form of retaliation, vandalism, or other breach of public safety, peace, and order;
- m. and
- n. Unsafe Transit Behavior: Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.

### C. Additional Requirements

- A. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not identifiable must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72-point type for exteriors and 24-point type for interiors): Advertisement paid for by \_\_\_\_\_.
- B. “Teaser ads” that do not identify the sponsor will be allowed as long as a similar number of follow-up advertisements are posted within eight weeks of the initial teaser ads that do



identify the sponsor of the initial ads. All teaser ad signs must be submitted as one package at the time of an executed contract and shall include an installation schedule for all signs.

### III. PROCEDURES:

A. The following steps will occur during the advertising review process:

1.

Action: All proposed transit advertising must be submitted to the NIU Student Association Director of Advertising, who will perform a preliminary review of the proposed advertisement for compliance with this policy. The Student Association Director of Advertising may request voluntary revisions to the proposed advertisement. The preliminary review and all requested voluntary revisions by the NIU Student Association Director of Advertising shall be subject to the final decision of the City of DeKalb Transit Manager.

Contact the NIU Student Association Director of Advertising at 815-753-0483.

2. Action By: City of DeKalb Transit Manager

Action: The City of DeKalb Transit Manager will review the proposed advertisement for compliance with this policy and direct the Student Association Director of Advertising as to whether the proposed advertisement will be accepted. The City Transit Manager may consult with the City Manager's Office, including the City Attorney, and the NIU Student Association Director of Advertising in conducting this final review. The decision of the City Transit Manager to approve or reject any proposed advertising shall be final, subject to the appeals process provided in this policy.

### IV. APPEALS

A. Appeals to the City of DeKalb City Manager: An advertiser may appeal a decision to reject, remove, or revise an advertisement by the City Transit Manager by filing a written request to the City of DeKalb's City Manager within five (5) business days of the City Transit Manager's final decision. The advertiser's request shall state why the advertiser disagrees with the decision in light of the City's Advertising Policy. The City Manager shall either issue a written opinion deciding the appeal within ten (10) business days of receiving the appeal or refer the appeal to the City's Administrative Hearing Officer for a hearing with due notice on the appeal and a written opinion deciding the appeal within ten (10) business days of the City Manager's receipt of the appeal. The decision of the City Manager or his designee shall be final under the Illinois Administrative Review Act.

## **Advertising Rates**

**STREET SIDE AD:**



A STREET SIDE AD is the largest size ad. It is big, visible from a distance, and gets you noticed.

STREET SIDE ADS should measure 144” wide by 30” tall.

*Prices do not include production or installation.*

SIZE	DAYS	WEEKS	Cost
144 x 30	14	2	\$140.00
144 x 30	28	4	\$280.00
144 x 30	42	6	\$420.00
144 x 30	56	8	\$560.00

**CURB SIDE AD:**



A CURB SIDE AD is smaller than the street side ad but will still get your message noticed.

CURB SIDE ADS should measure 72” wide by 30” tall.

*Prices do not include production or installation.*

SIZE	DAYS	WEEKS	Cost
72 x 30	14	2	\$140.00
72 x 30	28	4	\$280.00
72 x 30	42	6	\$420.00
72 x 30	56	8	\$560.00

## Advertising Rates

### TAILLIGHT AD:



A TAILLIGHT AD will make a lasting impression for your business or organization.

TAILLIGHT AD sizes vary depending on the model of the bus. They come in two sizes:

70 inches wide by 21 inches tall; or  
45 inches wide by 18 inches tall.

*Prices do not include production or installation.*

SIZE	DAYS	WEEKS	Cost
70 x 21	14	2	\$98.00
70 x 21	28	4	\$196.00
70 x 21	42	6	\$294.00
70 x 21	56	8	\$392.00

SIZE	DAYS	WEEKS	Cost
45 x 18	14	2	\$98.00
45 x 18	28	4	\$196.00
45 x 18	42	6	\$294.00
45 x 18	56	8	\$392.00

- Review the City of DeKalb Advertising Policy, as found on pages 2 – 6, to be sure your business, product, or service is an acceptable announcement.
- Review the available sizes and costs and pick the right advertisement for your goals.
- Decide the length of commitment you would like to make based on your goals, budget, and the impact you would like to make with your message.
- Connect with the NIU Student Association Director of Advertising for an in-person meeting or phone call to discuss your options and answer any questions.
- Review the DeKalb Public Transit Advertising Terms and Conditions, as found on page 11 .
- Work with the NIU Student Association Director of Advertising to sign your contract.
- Once your contract is signed, choose an approved printer.
- Please remember that pricing, outlined in this guide, does not include charges incurred for the printing and installation of your advertisement. Approved printers are solely responsible for setting their own pricing.
- Communicate and coordinate with your chosen printer on your artwork – make sure they understand the size of the advertisement, the materials that they should be using, as well as the start date of your contract.
- Notify the City of DeKalb Transit Manager or the NIU Student Association Director of Advertising of when your artwork will be finished and when your printer would like to drop-off your advertisement.
- NIU Student Association Director of Advertising or the City of DeKalb Transit Manager will conduct follow-up with you during your contract and also reach out near the end of your contract term.

## **Advertising Terms and Conditions**



- The advertiser agrees to coordinate signs for said advertising to the Huskie Line office at least five (5) business days before the contract date begins. The text and illustrations on the cards and/or posters and the paper and/or display materials used shall be subject to the City of DeKalb Advertising Policy and the City of DeKalb/Northern Illinois University (NIU) decision for acceptability shall be final. The City of DeKalb or its affiliates are not responsible for an advertiser or printer's failure to provide materials in a timely manner.
- Loss of service due to failure of the advertiser or printer to furnish cards or posters as provided above for installation on the stated commencement date shall be the advertiser's loss. The advertiser's failure to timely furnish cards or posters for all contracted vehicle spaces shall constitute a partial breach of contract and entitle the City of DeKalb to offer the unused space to other parties.
- Should the advertiser's cards or posters be damaged, defaced, mutilated, or spoiled by reason of storm, flood, strikes, ordinary wear and tear, or any other cause, replacement cards or posters shall be furnished by the advertiser upon City of DeKalb's request, without liability or expense on the part of the City of DeKalb or its affiliates. If replacement ads are not provided, the City has the right to remove damaged signs.
- Advertiser shall indemnify and save harmless the City of DeKalb/NIU/Huskie Line against any liability to which City of DeKalb/NIU/Huskie Line may be subjected by reason of the advertising material displayed under this contract, including but not limited to, liability for infringements of trademarks, trade names, copyrights, invasion of privacy rights, defamation, illegal competition or trade practices, including all costs and attorney's fees incurred in defending such actions.
- Loss of service due to strike, lockout, fire, flood, riot or other causes beyond the control of the City of DeKalb shall not constitute breach of contract, but in such event, the advertiser shall be entitled to a pro rata credit for such loss or, at the option of the City of DeKalb, additional service or an extension of the term of service equivalent to the service lost.
- In the event that the City of DeKalb or its representatives shall at any time disapprove of the advertisement, the City of DeKalb will have the right to remove the advertisement. The City of DeKalb accepts this contract subject to all Federal, State, and Municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal, the City of DeKalb reserves the right to terminate same, and the advertiser shall receive a pro rata credit from the date of removal of the advertisement.
- The City of DeKalb reserves the right to cancel this contract any time upon default by the agency and/or advertiser in the payment of bills, or other breach, or in the event of any material violation on the part of the agency and/or advertiser of any of the conditions herein named and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid shall become immediately due and payable. No waiver of any term or condition of the City of DeKalb advertising service or agreement, including acceptance of late payment, shall be construed as a waiver of any other term or condition, including timeliness of payment. In the event of any breach, the City of DeKalb shall be discharged from any further obligation to display the advertiser's copy; and, in the event of suit for collection of unpaid accounts, all costs of suit, including reasonable attorney's fees, shall be added to the monies owed.
- This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
- The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Circuit Court for the Twenty-Third Judicial Circuit, DeKalb County, Illinois.

## Advertising Contract

The Advertiser, \_\_\_\_\_, agrees to:



- I. Run on Bus Route (s) \_\_\_\_\_
- II. Location of Sign (s) \_\_\_\_\_ (streetside, curbside, rear)
- III. For a total of \$\_\_\_\_\_, plus a \$\_\_\_\_\_ sign placement fee for a total of \$\_\_\_\_\_
- IV. During the time period of \_\_\_\_\_

_____	_____	_____	_____
<i>Advertiser Signature</i>	<i>Date</i>	<i>NIU S.A. Director of Advertising</i>	<i>Date</i>

_____	_____	_____	_____
<i>Advertiser Name (Printed)</i>	<i>Date</i>	<i>City of DeKalb Transit Manager</i>	<i>Date</i>

A copy of this contract will be kept on file with the City of DeKalb and the NIU Student Association Director of Advertising.