

AGREEMENT FOR
BUS EXTERIOR AND INTERIOR
ADVERTISING SERVICES

BETWEEN

CITY OF LAREDO
A MUNICIPAL CORPORATION

AND
BUS ADS

RFP FY24-065

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the City of Laredo (hereinafter "CITY"), the mailing address for which is 1110 Houston Street, Laredo, Texas 78040, and Bus Ads (hereinafter "CONTRACTOR"), the mailing address for which is 4100 San Bernardo Ave., Suite E-7, Laredo, Texas 78040.

WITNESSETH:

A. Whereas, the City owns and operates through the management contractor, Laredo Transit Management Incorporated, the local transit system known as El Metro, which is located in the City of Laredo, County of Webb, State of Texas;

B. Whereas, the City issued a Request for Proposal (the "RFP") regarding transit bus advertising, a copy of which is attached as Schedule "A";

C. Whereas, the Bus Ads submitted a response (the "Response") to the RFP, a copy of which is attached hereto as Schedule "B";

D. Together the RFP and Response are defined herein as the "Proposal";

E. The City, by City Council accepted the "Proposal" on _____.

F. The parties wish to confirm and finalize the terms of their agreement (the "Agreement") on the terms set forth below.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the foregoing and of the mutual covenants and agreements herein, contained, CITY AND CONTRACTOR do hereby undertake, promise and agree, each for itself and its successors and assigns as follows:

I. TERM OF AGREEMENT

Contractor shall be entitled to maintain and place advertisements on and inside El Metro buses for the term of three (3) years from the Initial Term, commencing on July 1, 2024 and extending to June 30, 2027. The Contractor, may with the consent of the City, have the option to renew this

Agreement for two (2) additional period of one (1) year; provided however, that Contractor gives the City written notice of Contractor's intent to renew not less than one hundred and twenty (120) days prior to the end of the initial term. Such notice, to be in writing and given in accordance with the notice provisions contained in this Agreement and the City's consent to Bus Ads request to exercise a renewal option shall not be unreasonably withheld so long as Contractor is not in material breach/default of the terms and conditions of this Agreement".

Contractor agrees that during the entire term of this Agreement, City shall have the right to use, free of rent up to the maximums provided for herin, Contractor's available, unsold advertising space on the exterior, and within the interior, of City buses, upon the following conditions:

- Contractor shall provide, at City's expense, the artwork, vinyl and installation of City's desired advertising;
- City shall pay to Contractor, the cost of providing such artwork, vinyl and installation of City's desired advertising;
- City's advertising rights hereunder, shall be limited to promoting City departments or City-sponsored public events.
- The City shall have the right to use no more than 10% of the total exterior bus space or no more than 20% of the interior bus space, and in any event, City's rights shall be limited to Contractor's available, unsold or sub-contracted advertising space.

It is understood that Contractor is not under provisions of this Section II, C, required to set aside or withhold from contracting our any available advertising space; it being the intent that City's rights hereunder be limited to whatever space, at any particular time, is available (within the specified

II. TERMS AND CONDITIONS

The terms, conditions and provisions of this Agreement, incorporate all provisions of the Proposal, unless otherwise specifically set forth herein. In case of a conflict between the provisions of the Proposal and this Agreement, the provisions of this Agreement shall control. Bus Ads agrees to satisfy all general terms and conditions set out by the CITY in the RFP; as same, may be modified by this Agreement.

III. RATES

The City shall be entitled to receive during the term of the contract, the greater calculation of either Rate Option A, and/or Option B, as follows: Note that the calculations include two (2) one (1) year renewal options:

A. Minimum Annual Guranteed

Year 1	\$125,000
Year 2	\$125,000
Year 3	\$125,000
Year 4	\$To be negotiated (first year renewal)
Year 5	\$To be negotiated (second year renewal)

Contractor shall provide equally divided monthly installments for each annual guaranteed payment as described in response.

- B. In each year, fifty percent (50%) of net billings, being grossed bus advertising space revenue less cost of sale (cost of sales include customary commission paid to adverting agencies or sales representatives other than the CONTRACTOR staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings) as described in Section X, Part A, in the proposal.

For each month of the term, Bus Ads will pay to the CTTY no later than the 30th of the month of the following month; on which, the guarantee is based on. Monthly payments shall be accompanied by a confirmation schedule along with the advertisements which were displayed, the gross revenue earned & collected on space rental only by the advertisement, the amount and description of any deductions, and the amount of revenues to be earned in the future under existing contracts. All payments regardless of nature, will be submitted in a timely manner. Late payments shall be subject to a 5% penalty, which will be assessed, only one time per month when such a payment is not timely made.

IV. SCOPE OF WORK

The contractor shall provide BUS WRAP advertising services to the City of Laredo for the LAREDO TRANSIT MANAGEMENT INCORPORATED bus system in accordance with the authorized inventory. These services shall be performed in accordance with the task descriptions listed herein, and as described in Proposal and Response from Contractor. The work consists of, but not limited to, these task descriptions

V. GENERAL REQUIREMENTS FOR EXTERIOR BUS ADVERTISING

1. The contractor shall have exclusive rights to place El Metro Approved advertising upon El Metro's fleet of buses, currently 47, which are subject to change at any time. Contract will not include nor is applicable to any trollys or any EL LIFT vehicles. Contract will be subject to the terms and conditions set forth in this Request of Approvals.
2. The contractor shall enter into contract with advertisers for El Metro Exterior bus advertising.

3. Space availability for advertising on the El Metro fleet may change during the period of this agreement for reasons including, but not limited to , the acquisition of new vehicles, the retiring of old vehicles, new bus designs or configurations which do not allow for advertising capability.
4. El Metro shall be required to notify Bus-Ads within three (3) working days of any in operable, damaged, and/or wrecked buses that is rendered in operable o that are not available or unable to be used for the advertising purposes contemplated by this agreement. El metro shall be required to provide Bus-Ads a bi-monthly report detailing by bus number and route, any damaged or in operable buses that would prevent the advertising purposed of this agreement.
5. Bus Ads staff employees, shall be allowed a reasonable opportunity from time to time to inspect the entire bus fleet for damages or repairs that may affect the advertising capability of one or more buses pursuant to the terms and conditions contained in this agreement.
6. Fleet size of buses Sole discretion of assignment of buses shall remain with El Metro. Any reference to count of buses i.e., available fleet should not be construed as to a guarantee either expressed or implied of the number of vehicles available for use for advertising by the Contractor. To the best of its ability, Metro will keep all buses in operable condition for advertising purposes.
7. Performance of contract shall be for a period no to exceed thirty-six (36) months with two (2) one (1) year renewal options.

VI. CONTRACTOR REQUIREMENTS

- A. The contractor shall install all ads on buses and shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office within the El Metro service area, including:
 1. Contractor shall employ its best efforts to actively and aggressively, market the advertising space made available by El metro. This includes the use of full color brochures, contact with direct and agency accounts within the area and the solicitation of national accounts.
 2. An experienced local ad sals force with the capability of acquiring national advertising accounts. A project manager must be assigned to oversee all sections of contract.
 3. Contractor shall receive and process any and all applications and inquiries to let and rent the advertising space made available by El Metro.
 4. An office facility and work force capable of insuring proper installation, maintenance, and removal of advertising displays.
 5. The contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations, including but not limited to truth in advertising, copyrights, and trademarks. Additionally, the

contractor shall remove unapproved, damaged, or defaced vinyls within 48 hours of notice given by El Metro.

6. Remove all dated advertising materials within ten (10) calendar days from the expiration date. Dated materials refer to advertising materials that are relevant to a specific time or relevant to an event that has been completed or is obsolete.
7. Contractor shall install and remove exterior ads on buses between the hours of 8:00 pm to 4:00 am., Monday through Saturday or anytime on Sunday or upon mutually agreed time approved in writing by Bus Ads and El Metro. Date and time confirmation by facsimile, shall be permitted during the primary and or renewal option periods of this agreement.
8. Contractor shall provide advertisers with advertising rate schedules, sign specifications, and signed cost estimates.
9. Contractor upon execution of this agreement shall provide an updated and current listing of all independent Contractors, installers, and Art Graphic designers used by the Contractor, to El Metro. Contractor shall notify El Metro in writing whenever changes occur and contractor shall provide El Metro with an updated listing to El Metro, within 5 working days of upon request for an updated listing. Contractor shall only allow Bus Ad Company, staff employees and/or appointed independent contractors, installers, or art graphic designers, to communicate on behalf of contractor with El Metro, enter Metro facilities for installation, removing, measuring and/or to appraise bus or advertising sign damages or problems. Bus Ads, will immediately notify, El Metro in writing, of any staff employees, independent contractors, installers, and/or Art Graphic designers services that are discontinued
10. El Metro will provide Bus Ads with personnel to communicate with concerning problems that arise during the length of this contract. If personnel changes, El Metro will provide contractor with new personnel contacts.

B. Additional Contractor Responsibilities and Duties

1. Contractor shall receive and process all applications and inquiries to let and rent its advertising space made available by El Metro.
2. Prior to entering into a contract with an advertiser, Contractor shall submit the contract and an accurate description of the advertiser and creative advertising, proposed to be placed upon space provided by El Metro for approval. If El Metro approves a contract, which extends beyond the end of the term with the Contractor, then the contract will extend automatically, until the end of the advertising contract with advertiser, with the intention of completing the agreement with advertiser and for returning the bus to its original state before the advertisement was placed upon. No Contractor extension can exceed six (6) months beyond the end date of

Contractor's contract. Upon submission of an advertising contract and/or artwork to the City, by Bus Ads, El Metro agrees to approve or reject the submitted contract and/or artwork within a turnaround time of not more than two (2) working days from date of submission by Bus Ads to the designated person at Metro.

3. Upon execution of a contract with an Advertiser, Contractor shall promptly deliver to the City, all contracts and related documents pertaining to the renting of advertising space by the Contractor with an Advertiser.
4. The contractor shall assume full responsibility for the billing of all rental payments, fees, and charges due from advertisers. Contractor shall utilize a billing system that will allow it to provide El Metro with accurate information and reports on Advertiser billing as requested.

VII. SPECIFIC REQUIREMENTS

1. Location for Bus Advertisement.

Advertising on buses is permitted on the rear, front, the exterior left and right sides, and on a portion of placards in the interior of buses, as per Exhibit A enclosed. Prior to the initial installation of vinyl advertisements, El Metro will approve the exact location for placement of an advertisement on non-permanent adhesive vinyl material, on each type of bus in the El Metro Fleet, with the exclusion of the Trolleys and El Lift vehicles. These locations will become the standard locations for placement of ads on buses within each sub-fleet through the term of the agreement.

2. Materials and Appearance of Advertisement

El Metro requires that all exterior advertising installed as part of the proposal, be of the non-permanent adhesive vinyl type: "direct application." The Contractor, shall assure that all exterior advertisements are manufactured, installed and removed in accordance with current industry standards. Additionally, each ad, (1) shall be free from wrinkles, blisters or similar defects, (2) shall be "squared" to the vehicle contour lines, (3) shall present a sharp and clear appearance, and (4) shall not be placed in frames nor will buses be painted with advertising. Bus Ads compliance with this requirement, will be done to the best of Bus Ads ability on a reasonable basis and in conformance with the terms and conditions contained herein.

3. Dimensions of Advertisement

In no case, shall the dimensions of any exterior advertising material, exceed the allotted space dimensions of each given bus with full wraps, being the only exception. Additionally, Contractor shall not allow any one exterior ad to remain adhered to any vehicle in excess of eighteen (18) months unless written approval from El Metro.

4. Continuous Advertisement

Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted (i.e. the previous vinyl must be removed before application of a new vinyl). Layering, shall be allowed for snipe placement. Snipe, is defined as a predetermined addition to an ad for seasonal and/or special event purposes.

5. Restoration of Bus

Upon removal of vinyl advertisement, Contractor, at Contractor's sole expense, will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement, shall not cause damage to the El Metro vehicles, their paint schemes or exterior surface. The Contractor, will be notified of any such damage and El Metro will not proceed with repairs for 72 hours after notification to the Contractor to enable the Contractor time to inspect the damage if so desired. The Contractor shall be required to reimburse El Metro for the full dollar cost to repair any damage to El Metro vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor. Bus Ads, will be allowed to restore bus to original condition.

6. No Route Specific Advertisements

Under no circumstances should advertisements be route specific; however, Bus Ads can recommend a route for a particular ad and/or advertiser and El Metro; although, not obligated or required, will attempt to the best of their ability, to comply with this request for a recommended bus route for a particular ad and/or advertiser. However, it is expressly agreed and understood that the Contractor, shall not represent to actual and/or potential advertisers, that advertising will be placed on a specific El Metro bus route and or route(s).

7. Self Promotion

The Contractor and El Metro will mutually agree to a limit on the number of buses to use for contractors self-promotion.

8. Maintenance of Advertisements

The Contractor shall be solely responsible to keep and maintain all the vinyl placed on El Metro buses in good condition, and will bear the full cost of any and all maintenance and repair of the vinyl's. In the event the Contractor fails to satisfy the requirements, El Metro may elect to repair, alter, or remove the vinyl and charge the contractor all labor and material costs for all such work. The Contractor agrees to pay El Metro the full cost of performing such work, provided El Metro give the Contractor, verbal notice followed by written fax notice of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity. Bus Ads, is allowed to restore bus to its original condition within 72 hours.

9. Placement of Advertisement

- a. No vinyl will be allowed to interfere with any safety devices, lights,

signal or distinctive logos on El Metro vehicles. This includes, any other equipment installed on vehicles which are for the normal use and which may require regular preventive maintenance; fuel doors, vents, logos, safety devices, lights, signals, can be displaced as per mutual agreement by Bus Ads and Metro. Bus Ads will always abide by State, Local and National law when considering any displacement.

b. Logo Displacement. Bus Ads, upon receipt of prior written consent by El Metro, is permitted to display an El Metro logo placement. Bus Ads is permitted to substitute and replace the El Metro logo upon a mutually agreed location to allow for maximum advertising revenue generation under this agreement. In accordance with the attached diagram, any displacement or substitution conforms with any State, Local and/or National laws, ordinances, rules and/or regulations. Permitted Logo displacement includes all E Metro Signage, bus numbers, route numbers, caution, and/or warning signs, etc. (continue to abide by fed laws in order to maximize revenue.)

c. Vinyl can be placed over body molding per mutual agreement between Metro and Bus Ads and in a way that will maximize revenue for both Metro and Bus Ads. Vinyl applied over body panel seams shall be cut and tucked into those seams. Bus Ads will not interrupt any doors or service hatches with vinyl.

d. Vinyl's smaller than an allocated area shall be centered in the allocated area.

e. On full bus wrap, the El Metro logo must appear in a location that is visible. On smaller vinyl's, if Metro logo is displaced in an area mutually agreed to by Bus Ads and El Metro.

10. Non-Profits

The Contractor shall offer a non-profit rate, which shall be a discount of the going rate. This rate shall only apply to agencies or organizations that are duly licensed as a non-profit, public, educational or charitable organization. All costs shall be borne by the non-profit, public, educational or charitable organization. Advertising by non-profits shall not exceed 5% of the total number of buses available for advertising.

11. Other City Departments

The sale of advertising space to other City Departments shall be at the non-profit rate. All costs shall be borne by the other City Department.

12. Types of Advertising to be used

Contractor may have the option of offering potential advertisers any of the following Exterior ads on El Metro buses: full wrapped buses, king sizes, queen sizes, front and when the model and configuration of bus allows, tails.

VIII. DEFACED OR DAMAGED ADVERTISING

The Contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program, to insure that all advertisements installed on El Metro buses are in good condition at all times. Contractor, should also make any other repairs as necessary to vinyl that are damaged or defaced (except graffiti removal on advertisements which shall be the responsibility of El Metro.) During graffiti cleanup, El Metro and/or the City of Laredo will be responsible for any damage or discoloration to vinyl advertising

VIII. APPROVAL OF ADVERTISING MATERIAL

1. El Metro reserves that right to approve all advertising material, exhibit material announcements, or any other display and their manner of presentation. All advertising material, at any time placed on El Metro vehicles by the contractor, shall be acceptable to El Metro. No libelous, slanderous or obscene advertising, will be accepted by the contractor for display in the El Metro service area.
2. Contractor shall not exhibit any advertisement material announcements, or any other display for goods and services on El Metro vehicles which to the knowledge of the contractor are any of the following:
 - a. False, misleading, or deceptive.
 - b. Clearly defamatory or likely to hold up to scorn or ridicule a person or group of persons.
 - c. Obscene, vulgar, or profane language and/or pictures that are pornographic as deemed by El metro and further defined by all applicable laws including any City Ordinances.
 - d. In advocacy of imminent lawlessness or violent action.
 - e. Promoting alcohol or tobacco products.
 - f. Promoting any establishment that main business is selling or promoting sex products, videos, books, etc. this would include any adult bookstore, video store, or "gentlemen's club", bar, topless or nude entertainment facility.
 - g. Any and all political campaign ads, messages, etc. regardless of party or group, including all local, state, and national political campaigns.
 - h. All material must adhere to U.S. copyright laws.
 - i. Copy and/or art which portrays violent acts or graphic acts or graphic violence, including the depiction of bodies, body parts and fetuses that are in states of mutilation, dismemberment, disfigurement and/or decomposition, will not be permitted.
 - j. Advertisements promoting contest must comply with all applicable laws and regulations. The contest sponsor must indemnify El Metro again any claim or legal action involving any contest advertisement placed in the El Metro System.

- k. If an advertisement contains a testimonial, the sponsor shall provide to El Metro documentation that person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify El Metro against any legal action by any person quoted or referred to in any testimonial advertisement placed in the El Metro system. Such indemnity shall be in form and substance acceptable to El Metro.
 - l. Advertisers shall take special care to avoid illustration or references that encourage persons to refrain from using safety precautions normally used in any activity.
 - m. Advertising offering premium or gifts must not misstate their value.
 - n. Use of El Metro graphics or representations in advertising is subject to written approval by El Metro.
 - o. No implied or declared endorsement of any product or service by El Metro is permitted.
 - p. Any advertising that promotes gaming or gambling that is not sanctioned by the State of Texas.
- 3. Reasonable proof and clarification can be requirement by El Metro for any advertisement, exhibit material, announcement, or any other display prior to approval by El Metro.
 - 4. El Metro serves the right to reject or remove any advertising that it deems not to be in full compliance with these policies.
 - 5. Contractor will immediately remove upon notification any advertisement display, sign, or poster, which is deemed objectionable as described in subsection VI.2. (R.F.P.) at the cost of the contractor. In the event that the material is not removed within a 48-hour period, El Metro personnel may remove the material at the sole cost of the contractor. El Metro or its authorized representative shall not be held responsible for any damaged as the result of removing any advertisement display. El Metro shall not be held responsible for any removal or the consequences thereof.

IX. ASSESSMENT FOR NON-COMPLIANCE

For any breach of the requirements of this agreement by contractor and/or upon contractor's failure to satisfy the conditions set forth herein, after contractor has been notified in writing, of such breach and after being given a reasonable 30 day opportunity to cure any breach of the requirements of this agreement and Contractor's failure to satisfy the conditions set forth, El Metro will impose an assessment of \$100 per day per bus or incident, or breach that is not cured within the cure period.

IX. OFFICE/ MAINTENANCE LOCATION

- 1. Contractor shall provide a fully staffed business office within the El Metro operating area during the term of the contract and any extensions thereof.

2. On any and all approved on-site installations or repairs to advertising of El Metro fleet are approved and or made, Contractor will be responsible for providing and storing all necessary parts, equipment, materials, and/or tools associated with the performance of this contract at Contractors off-site facility. Contractor shall not store any parts, equipment, materials, and/or tools on El Metro property. Contractor shall make every effort as to minimize the disruption of El Metro's personnel or operations i.e. perform the work so as to eliminate noise, obstruction, hazardous conditions, or other disturbances .. During the performance of work, Contractor shall bear full responsibility for the protection and safety of the public, and any El Metro personnel, equipment, and facility. Any damage arising from the Contractor's performance of work shall be repaired or remedied immediately at the Contractor's sole expense.
3. Contractor shall provide El Metro with an emergency phone number in the event an emergency situation shall arise. Contractor will respond to an emergency situation within 48 hours of the request.

XI. CONTRACTOR'S WORK ON EL METRO PROPERTY

A. Ingress/ Egress

1. Contractor shall check-in before entering and checkout upon leaving El Metro property with the proper guard and/or on-duty maintenance supervisor.
2. Contractor shall provide reflective safety vests and company identification badges for its employees to be worn at all times while on El Metro property.
3. Contractor shall operate clearly identifiable vehicles for purposes of entering El Metro property. All vehicles used to install or remove the advertisements from El Metro buses must display a business sign on the outside on the outside of each front door, both left and right sides with the name of the company authorized to perform work on advertising on El Metro buses. Signs may be of the magnetized type. No private vehicles will be allowed on El Metro properties, unless displaying the proper signage.
4. Contractor shall perform work on El Metro buses at El Metro's reasonable discretion. Usually when El Metro vehicles are not in revenue service, nights or on weekends. Contractor shall not interfere with El Metro operations when installing, removing, or maintaining ads.

B. Work on property

1. Contractor will provide all necessary parts, equipment, materials and/or tools required to perform required work and will not store any parts, equipment, materials, and/or tools on El Metro property.

2. El Metro shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace may not always be available on El Metro premises.

3. El Metro and Contractor shall agree on how best to resolve any problems arising regarding the location of buses at each applicable site. Contractor shall make every effort as to minimize the disruption of El Metro's personnel or operations i.e. perform the work as to not eliminate unnecessary noise, obstruction, hazardous conditions, or other

disturbances. During the performance of work, Contractor shall bear full responsibility for the protection and safety of the public, and any El Metro personnel, equipment, and facility.

4. Contractor shall keep designated on-site work area in an organized and safe manner.

C. Conduct of Contractor's Employees

1. Contractor shall insure that its officers, agents, or employees while on or using El Metro premises or equipment will conduct themselves in a safe and proper manner. In the event that a complaint is made by El Metro personnel, the Contractor will take corrective measures as deemed necessary. If the Contractor does not take any action, El Metro may deem the Contractor in breach of its obligations under the Agreement. Contractor further agrees to ensure that its employees or representatives will not deface or damage El Metro property or deposit or scatter any rubbish, debris, waste, litter, or other material about El Metro property or premises. All Communications between contractor and/or El Metro regarding the contract, and/or contractor's performance under this agreement and/or providing notice of default and opportunity to cure shall be given to contractor in writing by certified mail return receipt requested at the following addresses.

Bus Ads, Inc., c/o

City of Laredo/El Metro, c/o

Mr. Robert Rachar, President

~~310 Guadalupe St.~~ 4100 SAN BERNARDO AVE
SUITE E7

Laredo, Texas 78040.

Laredo, Texas 78040.1

Contractor will agree to assume full liability and responsibility for actions on the part of its employees and shall pay for the clean up required to restore the property to its condition prior to entry by the Contractor.

D. Warranty

1. The Contractor assumes all responsibilities for all of the materials and services provided, whether those materials and services are provided by the Contractor, purchased ready-made or provided by a subcontractor.

2. The Contractor warrants that all products and/ or processes used in production, installation, maintenance, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface of El Metro vehicles. In the event that damage occurs, the Contractor shall reimburse El Metro for its actual costs of repairs including: labor, parts, and materials plus a 25% administration overhead fee. Prior to undertaking the repairs, El Metro will provide 72 hours notice in writing to enable the Contractor time to inspect the damage if so desired.

XII. INSURANCE AND ADDITIONAL REQUIREMENTS

All of the provisions of the insurance, performance bond and other requirements according to the section of the RFP XIII Additional Requirements, shall govern this Agreement.

XIII. EQUAL EMPLOYMENT OPPORTUNITY

Firms must comply with LAREDO TRANSIT MANAGEMENT, INC. requirements for affirmative action and equal employment opportunity.

XIV. TERMINATION OF CONTRACT

A. Termination for Cause, Bankruptcy Filing or Failure to Cure Defaults:

Right to Cancel

Notwithstanding anything contained elsewhere herein, City shall have the right to cancel and terminate this contract in the event that Contractor becomes insolvent or if Contractor files for bankruptcy, makes a general assignment for the benefit of creditors, or if there is filed by or against contractor a voluntary or involuntary petition for bankruptcy or for the appointment of a receiver, or if there commences proceedings under any law relating to bankruptcy, insolvency, reorganization, or relief for Contractors relief or for composition, extension, arrangement or adjustment or any contractors obligation and which proceedings are not withdrawn or dismissed within ninety (90) days after the commencement or if contractor dissolves. In any such event, contractor shall forfeit its rights of ownership in the existing contract in Laredo Texas I Metro and ownership will revert to City.

Default

City may terminate this contract if, after providing a 30 day written notice to Contractor default under this contract, Contractor has failed to cure the default within a reasonable time. If the contract is terminated in whole or in part for default, Contractor shall forfeit its rights of ownership in the existing contract and ownership will be transferred to the City. The rights and remedies of City as outlined in this paragraph are not exclusive and re in addition to any other rights and remedies provided by law or under this contract.

B. Termination for Default:

1. Default: In the event that the Contractor breaches the terms or violates the conditions of the Contract, and does not within 30 days of written notice from El Metro cure such breach or violation. El Metro and the City of Laredo may immediately terminate the Contract, and the Contractor shall pay El Metro the minimum guarantee for the balance of the contract year.
2. Notice: Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default via certified mail, return receipt requested.
3. El Metro Options: In case of default on the part of the Contractor, the Contract may be terminated and in such event
 - a. The CITY may complete such contract without further compensation by the Contractor under the contract, or
 - b. THE CITY may direct the Contractor to remove any advertisement installed by the Contractor and the Contractor shall have no further liability to the CITY other than reimbursement of paint damage.
 - c. The CITY may contract to acquire services similar to those terminated.
4. Compensation & Liability: The Contractor and the Contractor's surety or sureties shall be liable to El Metro for all revenues which the CITY may suffer on account of the Contractor's failure to complete the contract. Only in the event of a breach of contract by contractor that is not cured after giving notice to contractor and being afforded a reasonable opportunity to cure.
5. Excuse: If it is later determined by the CITY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the CITY, after setting a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the CITY and CONTRACTOR.

STATE OF TEXAS §

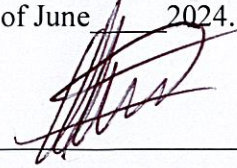
COUNTY OF WEBB §

This instrument was acknowledged before me by Joseph Neeb, City Manager for the City of Laredo, a municipal corporation of the State of Texas, on behalf of said corporation, this day 1 of June __ 2024.

Notary Public, State of Texas

..., STATE OF TEXAS§ COUNTY OF WEBB§

This instrument was acknowledged before me by Robert Hachar, in his capacity as President for and on behalf of Bus Ads, Inc., a Texas Corporation on this day ____ of June ____ 2024.



DR. VICTOR D. TREVINO

CITY MAYOR

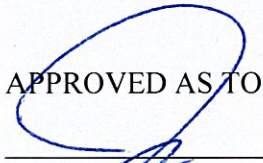
ATTEST:



MARIO MALDONADO JR.

CITY SECRETARY

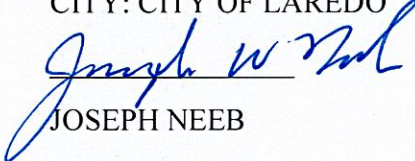
APPROVED AS TO FORM:



JOAQUIN A. RODRIQUEZ

FIRST ASSISTANT CITY ATTORNEY

CITY: CITY OF LAREDO



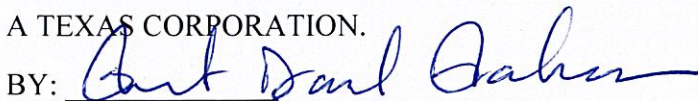
JOSEPH NEEB

CITY MANAGER

CONTRACTOR: BUS ADS

A TEXAS CORPORATION.

BY:



ROBERT DAVID HACHAR

TITLE: PRESIDENT

Hachar Bus Ads of Laredo
Attn: Robert D Hachar
4100 San Bernardo Avenue Suite E7
Laredo, Texas 78041
Ph-956.791.0140
roberthachar@laredoad.com

To: Laredo Metro
Attn: Mr. RJ Garza
From : Robert D Hachar

Ref: RFP FY24-065

Dear Mr. Garza

I have signed the Agreement for Bus Exterior and Interior Advertising Services between The City of Laredo A Municipal Corporation and Bus Ads.

Under the Terms of Our Agreement Hachar Bus Ads with the consent of the City of Laredo has the option to renew this Agreement for two (2) additional periods of one (1) year; provided that Hachar Bus ads gives the City written notice of Bus Ads intent to renew not less than on hundred and twenty (120) days prior to the end of the initial term.

This letter dated 12/24/2024 is Hachar Bus Ads intent to renew this contract. This letter is being submitted to the City of Laredo at least 120 days prior to the end of the initial contract term.

Thank you for your attention.

Regards



Robert D Hachar
12/24/2024

Hachar Bus Ads of Laredo
Attn: Robert D Hachar
4100 San Bernardo Avenue Suite E7
Laredo, Texas 78041
Ph-956.791.0140
roberthachar@laredoad.com

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