

South Jersey Transportation Authority

OUT OF HOME ADVERTISING MANAGEMENT

Permit(s) Number(s)_____

This Out of Home Advertising Management Agreement, (the "Agreement"), made this 16th day of January, 2024, by and between South Jersey Transportation Authority (the Authority), a public body corporate and politic of the State of New Jersey, having its principal offices at Farley Service Plaza and Garden State Outdoor Advertising (Out of Home Advertising Tenant) having its principal offices located at 2 Convention Boulevard-Suite 100, Atlantic City, New Jersey 08401, hereinafter referred to as the Tenant, ("Tenant").

WITNESSETH:

WHEREAS SJTA is the governmental entity which owns and operates the Atlantic City Expressway (the "Expressway") and has control of leasing of the Expressway's right-of-way which are to be used for the placement of Out of Home Advertising; and

WHEREAS Tenant wishes to enter into an agreement with SJTA, wherein Tenant shall sell, maintain, and manage billboards or advertising displays on SJTA property along the Expressway right-of-way at the location as hereinafter set forth ("Structure") subject to the terms and conditions contained in this Agreement: and

WHEREAS SJTA finds that entering into such an agreement with Tenant would be beneficial to SJTA.

NOW THEREFORE, it is agreed between the parties as follows:

1. Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

2. Outdoor Advertising Lease and Management.

Tenant shall, at its sole expense sell, maintain, and operate a multiple face, 20' x 30', with one digital display facing to eastbound traffic, one digital display facing to westbound traffic and one static face reading to southbound traffic which will be for the sole use of SJTA to promote its service on property owned by SJTA as set forth in paragraph 3 below. The triangular Structure is a single, monopole, with two digital displays and one static display as set forth on Schedule A.

3. SJTA Premises.

The exact location for the placement of the Structure shall be at Mileposts 0.0 on the northside of the terminus of the Atlantic City Expressway in front of the Atlantic City Convention Center (the "Premises") facing to westbound, eastbound, and southbound

traffic. Tenant shall have the right to access the Premises in accordance with the terms of right of entry and egress detailed in this agreement and for the sole purposes described herein. Tenant accepts the Premises in its present condition and acknowledges that it has inspected same and is fully cognizant of its present conditions, including but not limited to, structural requirements and utilities.

4. Term, Renewal Option and Commencement of Rent Payment.

A. The term of this Agreement shall commence on the day and year first above written and shall expire 30 years from the Effective Date, as defined below, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

B. Rental or lease payments, as set forth hereinafter, shall commence on the first day of the month immediately following the date the first Structure is fully approved, constructed, inspected and ready to display paid advertising (the "Effective Date").

C. SJTA at its sole discretion may grant extensions to this agreement based upon the performance of the Tenant during the initial term of the agreement. The Tenant's performance shall be evaluated based upon the percentage of the time the advertising space on the billboards is occupied; the Tenant's cooperation with SJTA; the Tenant's adherence to the conditions of the lease and the Tenant's ability to increase revenue over the term.

5. Guaranteed Rental Fee.

A. Tenant shall pay to SJTA, as rent for the Premises; the greater of the monthly annual fee ("Minimum Annual Guarantee") or percentage of Gross Revenue ("Percentage Rent"), as set forth below, received by Tenant for the Structures (both the Guaranteed Rental Fee and the Percentage Rent shall be collectively referred to hereinafter as "Rent"). The Minimum Annual Guarantee shall be optional unless specifically required by SJTA. The Rent shall be paid on a monthly basis, due and owing on the Effective Date, and payments due on the first day of each and every month thereafter.

Contract Years	Minimum Annual Guarantee (Optional)	Annual Monthly Fee	Percentage Rent of Gross Revenues
1 through 6	NA	NA	25%
7 through 12	NA	NA	30%
13 through 18	NA	NA	35%
19 through 24	NA	NA	40%
25 to 30	NA	NA	45%

B. SJTA and Tenant agree that the term Gross Revenue whenever used herein shall mean the total revenue generated from the sale, lease, or usage of the Structure's advertising space.

6. Payments.

All payments due hereunder shall be paid in lawful money of the United States of America by check made payable to the South Jersey Transportation Authority and delivered to the office of the South Jersey Transportation Authority, Attn: Director of Finance, or other designee, at Farley Service Plaza, P.O. Box 351, Hammonton, New Jersey, 08037, or such other location as may from time-to-time be substituted therefor.

7. Late Payments.

The payment of Rent shall be deemed delinquent if not received by SJTA by the end of the tenth (10th) day of each and every calendar month during the Term. All delinquent payments shall be charged a twelve percent (12%) interest rate which shall accrue against any and all delinquent payments from the date due until the date payments are received by SJTA. This provision shall not preclude SJTA from canceling this Agreement for default in the payment of Rent or from exercising any other rights contained herein or provided by law.

8. Records, Reporting and Auditing.

A. Tenant shall notify SJTA in writing as provided in paragraph 22 of the date the structures went into revenue service ready to receive advertising under this agreement.

B. On the tenth (10th) day following the end of each of the first three (3) calendar quarters of each year during the Term of this Agreement, Tenant shall submit to SJTA a statement of Gross Revenue from the Structure for the previous quarter. On the tenth (10th) day following the end of the calendar year, Tenant shall submit to SJTA an annual statement of Gross Revenue for the entire prior calendar year by quarter.

Each such statement shall show an itemized list of any and all advertisers and the amounts paid or due to Tenant upon which a percentage is due to SJTA. Such statements shall also include a calculation of the Percentage Rent due to SJTA less any Percentage Rent already paid to SJTA, when applicable. The statements shall also contain the calculation of the time that the space was occupied by advertising during the reporting period. Should such statements show that the amount paid during the quarter or year, as applicable, is less than that which was due, Tenant shall remit at the same time as the Gross Revenue statements a check payable to SJTA for any additional amount due to SJTA. Should such statements show that Tenant paid SJTA more than was due, Tenant may apply such overpayment to future Rent payments, except that if such should be the case at the end of the last quarter, or portion thereof, of this Agreement, SJTA shall refund the overpayment to Tenant within thirty (30) days following written notice from Tenant. Such statements shall be prepared by an independent Certified Public Accountant and shall include the written opinion of the Certified Public

Accountant as to whether the Gross Revenue and Rent payments have been made in accordance with the provisions of this Agreement.

C. On the tenth (10th) day following the end of each calendar year of this Agreement, Tenant shall submit to SJTA a statement showing the vacancy rate for the Structure, to be calculated by dividing the total number of days per year which the Structure was vacant by the number of days in the same year. The total days of vacancy shall be shown on such statement. Vacancy shall not include any day that an SJTA advertising display is posted on the Structure; however, the total number of days that SJTA advertising displays are posted shall also be shown on such statement for the year.

D. Tenant shall keep full and accurate books, records and accounts showing all of the Structure's Gross Revenue, and SJTA shall have the right, through its representatives, agents, accountants, or employees and at all reasonable times, Monday through Friday, 9:00 a.m. to 5:00 p.m., to inspect such books and records, including, but not limited to State of New Jersey sales tax return records. In addition, Tenant hereby agrees that all such books and records are and will be made available to SJTA for inspection for each year, or portion thereof, of this Agreement. Tenant will provide SJTA with a copy of all advertising contracts for the Structure within thirty (30) days of the execution of any such advertising contracts.

E. SJTA reserves the right to audit Tenant's books, records, and accounts at any time during Tenant's normal business hours and upon not less than forty-eight (48) hours prior notice for the purpose of verifying the Gross Revenue hereunder. If, as a result of such audit, it is established that Tenant has understated either Gross Revenues or the Rent due SJTA by three percent (3%) or more, Tenant shall, within fifteen (15) days' pay to SJTA the costs of such audit, as well as the additional amounts shown to be payable to SJTA by Tenant with interest thereon at twelve percent (12%) per annum from the date such amounts became due and payable to SJTA. Otherwise, the cost of the audit will be paid by SJTA. If such audit discloses any willful or intentional inaccuracies, this Agreement, at the option of SJTA and as a cumulative remedy, may be immediately terminated.

F. SJTA will execute periodic physical inventories of the advertising placed on the Structure. The physical audit shall include visible audits of the advertising, which will be reconciled with the Gross Revenue statements for the same period of time. These audits will serve as an assessment of the performance of the Tenant to comply with the terms and conditions of this Agreement.

9. Governmental Requirements and Approvals.

A. Tenant, at Tenant's sole cost and expense, shall apply on behalf of SJTA to obtain all necessary permits, licenses, approvals, review recommendations, certificates, waivers, or other authorizations from all governmental authorities (collectively "Approvals"), if any, having jurisdiction over Tenant's operations on the Premises which may be necessary to construct, operate and maintain the Structure. Tenant shall keep

same current and in full force and effect during the Term as may be required. SJTA shall be named as the permittee on all such approvals and permits and all original permits received by Tenant shall be immediately forwarded to SJTA. In the event that Tenant does not obtain all necessary Approvals for the Structure within twelve (12) months from execution of this Agreement, Tenant shall not be permitted to place the Structure on the Premises and this Agreement shall be terminated; provided, however, that SJTA, in its sole discretion, may extend this twelve (12) month time period based upon Tenant's diligence in pursuing said Approvals especially when obtaining approvals are subject to issues beyond the control of the Tenant. Tenant shall copy SJTA with all applications, plans, correspondence, and related documentation submitted by Tenant to any governmental Authority to obtain Approvals. Tenant shall notify SJTA of all hearings and meetings required for any Approvals ten (10) days in advance of such hearings and meetings.

B. If requested Tenant, at Tenant's sole cost and expense, shall submit to the local planning board of the municipality, or similar such entity, which the Premises are located, as part of its review and recommendation application pursuant to N.J.S.A. 40:55D-31, a traffic study addressing traffic impact, if any, caused by the Structure once installed, prepared by a New Jersey state certified traffic engineer. Tenant shall submit the traffic study to SJTA for review prior to submitting the traffic study for planning board review. Tenant shall comply with all statutory and regulatory requirements governing local planning/zoning board hearings and regulations.

C. Tenant shall reimburse SJTA for all reasonable costs and fees not to exceed \$2,500.00 incurred by SJTA's professional staff and consultants for the review, inspection, reporting and studying of all applications, plans, correspondence, and related documentation submitted by Tenant to any regulatory agency to obtain Approvals as required by paragraph 9A, in accordance with Paragraph 17.

D. In regard to Tenant's operation or use of the Structure and Premises, Tenant shall pay all taxes and all license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted, or imposed on the Structure or operations thereof, or on the Gross Revenue or income therefrom, and shall make all applications, reports and returns required in connection therewith.

E. Tenant shall promptly observe, comply with, and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders, and directions that may pertain or apply to Tenant's operations on the Premises.

F. Tenant shall comply with all Federal and State laws and local ordinances in regard to the construction and display of advertising materials. In particular the Tenant shall be compliant with the Report of the Governor's Billboard Policy and Procedure Review Task Force and all Outdoor Advertising legislation of the State of New Jersey.

G. Tenant shall also comply fully with SJTA Advertising Content Policy that is attached hereto as Exhibit C.

10. Approval of Plans for Construction.

A. Tenant shall submit three (3) copies of the Structure's Preliminary Engineering Plans (site-specific structural plans and calculations, including vertical and horizontal surveyed elevations and distances) prepared by a Professional Engineer licensed to practice in the State of New Jersey, as indicated by the title drawing block, to Rose-Marie Rodriguez, Administrative Manager, SJTA, Farley Service Plaza, P.O. Box 351, Hammonton, NJ 08037. The Preliminary Engineering Plans shall comply with the Engineering Requirements set forth in Exhibit D, paragraph E, to this Agreement.

B. Within thirty (30) days following the receipt of Preliminary Engineering Plans, SJTA shall notify Tenant in writing regarding completeness of the Plans. SJTA may declare the Plans to be complete for review and approval or shall notify Tenant of specific deficiencies. Tenant shall have thirty (30) days from the notification of deficiencies to complete the Plans. Failure to file complete Plans within thirty (30) days shall result in disapproval of the Plans. Plans shall not be considered filed for review and approval until declared complete by SJTA. After the Plans are deemed complete as provided herein, SJTA shall approve or disapprove them, such approval or disapproval shall not be unreasonably withheld, conditioned, or delayed.

C. Upon written confirmation from SJTA that the Preliminary Engineering Plans are approved, Tenant shall submit to the municipality in which the Structure shall be constructed and installed the Plans, and a traffic study pursuant to paragraph 9B, for planning board review and recommendation pursuant to N.J.S.A. 40:55D-31. The Plans shall be accompanied by a letter stating that the construction of the Structure is subject to Department of Community Affairs (DCA) review of structural design plans and calculations as prepared by a licensed Professional Engineer and shall be in compliance with all applicable construction codes and permits. Copies of all correspondence between Tenant and/or its designated representatives and local municipal officials and/or their representatives shall be forwarded to SJTA for review.

D. After planning board review and recommendation, Tenant shall prepare and submit to SJTA for review and approval Final Design Engineering Plans, based on the original Preliminary Engineering Plans, incorporating any changes made as a result of the local review process and/or as requested by SJTA. Tenant shall also prepare and submit an application for an SJTA Access Permit from SJTA Engineering along with a plan for the Maintenance and Protection of Traffic (MPT) as set forth in Exhibit D to this Agreement.

E. No construction shall begin until SJTA approves Tenant's Final Design Engineering Plans, until all construction plans and specifications are submitted to and approved by all appropriate authorities, and Tenant receives an SJTA Access Permit. SJTA makes no representations as to the approvals needed.

F. Tenant shall notify SJTA no later than ten (10) days prior to construction of the Structure. The notification shall include a construction schedule containing sufficient detail to identify key milestone activities, the duration of those activities and date(s) of key inspections required by the New Jersey Uniform Construction Code (NJUCC). Tenant shall request from the DCA, through SJTA, all such inspections and the DCA shall inspect the Structure to determine if the construction conforms to the approved plans and the NJUCC. Upon receipt of the DCA's Certificate of Approval, SJTA shall promptly transmit a copy of said certificate to Tenant.

G. Tenant shall reimburse SJTA for all reasonable costs and fees incurred by SJTA's professional staff and consultants for the review, inspection, reporting and studying of all plans required by paragraph 10 in accordance with Paragraph 17 hereof.

H. It is expressly understood by the parties that no approval by SJTA of construction or installation plans relieves Tenant from its full responsibility for the construction and installation, nor shall any such approval restrict, modify, or void the obligations assumed by Tenant pursuant to this Agreement.

I. SJTA shall have the right to disapprove any contractor or subcontractor hired by Tenant to perform work in connection with this Agreement based upon said contractor or subcontractor's failure to obtain and/or provide proof of adequate insurance coverage naming SJTA as an additional insured on all insurance policies. The contractor or subcontractor must have proper licensing for all work to be performed. No contractor or subcontractor shall perform any work in connection with this Agreement, if the contractor or subcontractor is barred or suspended by SJTA, the New Jersey Department of Transportation or any other department or agency of the State of New Jersey. All subcontractors working on behalf of the Tenant shall have valid State of New Jersey Public Works Registrations and access approval insurance in amounts acceptable to SJTA.

J. SJTA shall have access to the Premises and Structure at all times during construction and installation. SJTA shall have the right to inspect all work performed by the Tenant and its contractors and subcontractors. Between Tenant and SJTA, however, Tenant shall be solely responsible for all work associated with the design, construction, and installation of Tenant's improvements. It is expressly understood by the parties that SJTA, whether or not it conducts onsite visits or inspections, assumes no responsibility for the quality, adequacy or safety of Tenant's design, construction, and installation. Tenant shall advise SJTA in writing when construction is completed and, within thirty (30) days thereof, Tenant shall submit "as built" drawings to SJTA in a format that is acceptable to SJTA.

K. Any construction, reconstruction, maintenance, repair and operation of the Structure and all work in connection therewith, shall be performed and arranged in a manner which will not interfere with SJTA's use of its property, the free and safe flow of traffic and any SJTA construction or maintenance work, unless prior written approval is

expressly granted by SJTA. All activities performed by Tenant on the land SJTA controls, including, but not limited to, all construction, installation, maintenance, repairs, trimming, cutting, painting, and changing of Display, shall require an SJTA Access Permit pursuant to and be performed in compliance with N.J.A.C. 19:2-9 and any other applicable laws and regulations.

11. Method of Operations. During the Term and any extension thereof, Tenant shall conduct its business with regard to the Structure as provided in this Agreement, including the following operating conditions:

A. Installation or changing of the Structure advertising face(s) ("Display") by Tenant, its contractors or subcontractors shall be performed under the direct supervision of Tenant and is subject to SJTA's Rules and Regulations, N.J.A.C. 19, et seq., and prior contact and coordination with applicable SJTA personnel.

B. Tenant shall furnish advertising services on a fair, reasonable and nondiscriminatory basis.

C. The Tenant shall become familiar with and enforce SJTA Advertising Content Policy at Exhibit C to the best of its ability. All advertisements to be installed by Tenant upon the Premises which are the subject of this Agreement shall be subject to the approval of SJTA, which shall not be unreasonably withheld. Tenant shall notify SJTA by email of any and all recently installed and displayed advertising messages. SJTA reserves the right to reject any advertising deemed to be against the public interest, unsafe to the motoring public, or that which violates SJTA's Advertising Content Policy, and to require that Tenant remove the same. If SJTA determines that an advertisement does not comply with SJTA's Advertising Content Policy, then upon notification from SJTA the Tenant shall remove such advertisement within two (2) days.

D. SJTA grants to the Tenant subject to its rules the right of duly authorized, trained and identified employees of the Tenant or its contractors or subcontractors to enter into and on SJTA property for the purpose of inspecting, constructing, maintaining, or installing the structure, display, and materials. Employees of the Tenant or its contractors or subcontractors working in or around SJTA property shall wear and use safety equipment including hardhats, protective clothing, protective eyewear, vests, and other required safety gear. SJTA shall provide Contractor Identification Cards to those representatives of the Tenant who require access to SJTA property, and those Cards shall be on the person of such representatives while on SJTA property. All Tenant employees and subcontractors entering SJTA property shall have valid State of New Jersey Public Works Registrations and amounts of access approval insurance acceptable to SJTA.

G. Tenant will maintain the structure to industry standard in regard to appearance ensuring that the structure is free of rust, graffiti, or structural damage. To that goal, SJTA will complete regular inspections of the Tenant's billboard and display structures and when necessary, notify the Tenant of its need to repair structures. SJTA

expects the Tenant to update the Structure covered under this Agreement to be industry standard at all times during the term of this Agreement. The Tenant may propose to SJTA to upgrade the structure utilizing new technologies or to change the size of the structure to enhance the value of the structure and revenue. Changing of the physical size of a billboard or deploying new technologies shall be approved in advance by SJTA.

12. Insurance.

Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Contractor will provide and maintain the minimum levels of insurance as set forth in the Request for Proposals at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include "Professional Service Contractors" as well as Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. The Services shall not commence until the Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority (the "Authority"). Approval of insurance required of the Contractor will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Contractor for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

The Contractor shall require all Subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Contractor. Any obligations imposed upon the Contractor as part of this contract shall be so imposed upon any and all Subcontractors as well.

1. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:

- a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.
2. The South Jersey Transportation Authority, its commissioners, agents, servants, employees, and representatives shall be named as additional insured on the Contractor's liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents, and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Contractor to name other parties as additional insureds as required by the Authority. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.
4. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by provisions of this Contract.
5. Any deductibles or self-insured retention's (SIR) of \$10,000 or greater shall be disclosed by the Contractor and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies), and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
6. All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of New Jersey.

7. There shall be no liability upon the Authority, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or Authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.
8. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Contractor waives all rights of recovery against the Authority and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
 - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
9. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
10. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
11. Contractor shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).

REQUIRED COVERAGE: the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000	each occurrence.
\$1,000,000	personal and advertising injury.
\$2,000,000	general aggregate; and
\$2,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form ("Occurrence Form") including Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- General aggregate limit applying on a per project basis.
 - Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - No exclusions for development, construction, building conversion, etc. with respect to the project's location and/or where the work is to be completed by the Contractor.
 - Coverage for "Resulting Damage".
 - No sexual abuse or molestation exclusion.
 - No amendment to the definition of an "Insured Contract".
 - Endorsed to include completed operations coverage for snowplow operations, per CG 22 92 12 07 or equivalent.
2. Business Auto Liability insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
- Liability arising out of the ownership, maintenance, or use of any auto.
 - Auto non-ownership and hired car coverage
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
 - For Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
3. Workers' Compensation insurance with statutory benefits as required by any state or federal law, including standard "other states" coverage, employer's liability insurance with minimum limits of:
- \$1,000,000 each accident for bodily injury by accident.
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.
1. United States Longshore & Harbor Workers Act Coverage, where applicable.
 2. Includes Sole Proprietorships and Officers of a Corporation who will be performing the work.
 3. Where applicable, if the Contractor is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with operator), it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.
4. Professional Liability: **(If Designated by Contractor's Scope of Work)**
Contractors (such as, but not limited to Architects, Engineers, Attorneys,

Financial Advisors, Marketing, Physicians and Risk Management Consultants) shall provide liability and/or malpractice insurance with minimum limits of \$1,000,000. The definition of "covered services" shall include the services required in the scope of this contract.

5. Umbrella Liability or Excess Liability insurance with minimum limits of:

\$5,000,000 per occurrence.
\$5,000,000 aggregate for other than products/completed operations and auto liability: and
\$5,000,000 products/completed operations aggregate.

Policy to apply on a Following Form basis of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.

6. Pollution Liability Insurance **(If Designated by Contractor's Scope of Work):**

- Covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this contract. This is to include all work completed by the Contractor, including testing and / or removal of any and all pollutants.
- Occurrence/Claims Made Limit: \$1,000,000 per project
- Insurance to be maintained for the duration of the work and for a period of two (2) years after completion of work / final payment.
- No Exclusions for Silica, Asbestos, Lead, or Lead Based Paint Testing.
- Include Mold Coverage for full policy limit of liability.
- Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material.
- All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$1,000,000, if applicable.

7. Watercraft Liability **(If Designated by Contractor's Scope of Work):** If contractor utilizes any owned, used, leased, hired, or borrowed watercraft to complete their work in accordance with this Contract, the coverage shall be maintained.

Minimum Limits of Liability:

\$2,000,000 Per Occurrence
\$2,000,000 Aggregate

8. Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones) **(If Designated by Contractor's Scope of Work)**: If contractor utilizes any owned, leased, hired, or borrowed aircraft or UAS, coverage for bodily injury, property damage, personal and advertising injury arising out of the above shall be maintained.

Minimum Limits of Liability:
\$10,000,000 Per Occurrence
\$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for "any aircraft used in the Insured's operations" for "any operations or projects of the Insured".

9. Crime: **(If Designated by Contractor's Scope of Work)**:

- Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- Minimum Limits of Liability: \$1,000,000 Per Occurrence

10. Privacy Liability: **(If Designated by Contractor's Scope of Work)**:

- Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, which may arise from their work with this contract.
- Minimum Limits of Liability: \$1,000,000 Per Claim / \$1,000,000 Aggregate
- Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

11. Property Coverage **(If Designated by Contractor's Scope of Work)**:

- Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), and in transit.
- Valuable Papers coverage is to be included with a minimum \$500,000 Limit.

12. Owned, Leased, Rented or Borrowed Equipment **(If Designated by Contractor's Scope of Work)**:

- Contractor shall maintain Property Coverage for their owned, leased, rented, or borrowed equipment, tools, trailers, etc.

INDEMNIFICATION

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. The Contractor shall protect, defend, indemnify and hold harmless the Authority, its commissioners, agents, servants, employees, and representatives (the "Indemnified Parties") from and against all liability, (including liability for violation of any law or any common law duty) claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, or any Subcontractor, or anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In any and all claims against the Indemnified Parties by an employee of the Contractor, or Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, or Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

The selected proposer shall indemnify, defend, and hold harmless SJTA from any and all damages, losses and expenses resulting from the rejection of advertising content that is not compliant with SJTA Advertising Content Policy.

These Indemnification provisions shall survive the termination of this contract.

14. Accidents and Claims. All accidents on the Premises or Structure resulting in bodily injury, property damage or personal injury and all accidents causing physical damage to buildings, improvements, betterments, or contents shall be reported by Tenant to SJTA in writing within twenty-four (24) hours of each occurrence. Accidents that result in death or damage to SJTA property shall be reported immediately to SJTA via telephone.

15. Ancillary Rights. Subject to Tenant's compliance with the terms of this Agreement and SJTA's Rules and Regulations, SJTA agrees that it will allow Tenant to do such reasonable trimming and cutting of trees, shrubs, and vegetation (collectively referred to as "vegetation") as may be necessary on the land SJTA controls such that the Display on the Structure is not obscured by said vegetation. Tenant shall notify SJTA in writing of its request to trim any such vegetation. SJTA shall have fifteen (15) days to

review such request to determine the impact of any such trimming on the operation of the toll road and notify Tenant of any safety measures, to include lane closures, required for such trimming. All cost and expense of trimming vegetation, to include costs associated with required safety measures, shall be paid by Tenant.

16. Reserved Rights.

Anything herein to the contrary notwithstanding, SJTA reserves the right to use the Premises for all purposes that will not interfere with Tenant's full enjoyment of the rights granted under this Agreement. In addition, SJTA reserves the right to install cameras, cellular/radio antennae, or similar devices, on the Structures so long as the installation and operation of such devices do not interfere with Tenant's use and operation of the Structures or the value of the Structures to advertisers.

The data that is collected from billboards, other Out of Home structures and devices on SJTA Rights of Way is the sole property of the Authority. The Tenant will be granted the non-exclusive right to use the data for purposes of increasing advertising revenues only. The only data that the Tenant and its advertisers can collect is non-personally identifiable data or data in which the user has opted-in voluntarily to provide certain data to an advertiser such as that stored in a mobile application.

17. Escrow Agreement; Professional Review.

A. SJTA's professional staff, to include agents and consultants, shall review, inspect, report to SJTA, and study all documentation, submitted by Tenant to SJTA, related to governmental and construction approvals pursuant to paragraphs 9 and 10 of this Agreement. SJTA shall be reimbursed by the Tenant for all reasonable costs and fees incurred by SJTA's professional staff through the use of escrow deposit accounts designated by SJTA and maintained on behalf of and funded by Tenant. Upon execution of this Agreement, Tenant shall pay to SJTA to be deposited in the depository referred to herein, the sum of Two Thousand, Five Hundred (\$2,500.00) Dollars. No interest shall be paid on such escrow deposit. Any balance after reimbursement to SJTA shall be returned to Tenant.

B. If, during the existence of this escrow account, the funds deposited are insufficient to cover any voucher or bill submitted by SJTA's professional staff, Tenant shall, within ten (10) days of receipt of a notice from SJTA that a deficiency in the Tenant's escrow account exists, provide such funding as required to fund the existing deficit as well as to replenish the original escrow amount required by paragraph 17A.

C. Should Tenant fail to adequately and on a timely basis fund its escrow deposit account so that the payment of all necessary and reasonable fees of SJTA's professional staff can be made, then the Tenant shall be in default of this Agreement. Further, SJTA shall have the right to withhold any SJTA approvals required by this Agreement unless and until all escrow deficiencies have been satisfied by the Tenant.

18. Liens.

Tenant shall take or cause to be taken all steps that are necessary, required or permitted in order to avoid the imposition of any lien upon the Premises or Structure. However, should any lien be placed on the Premises or Structure, Tenant shall immediately cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Tenant or any of its contractors or subcontractors upon the Premises or Structure or arising out of or because of the performance of any work or labor to it or them at the Premises or the furnishing of any materials to it or them for use on the Premises or Structure. Should any liens be made or filed, Tenant will use its best efforts to discharge and remove the same no later than sixty (60) days after written request to do so by SJTA.

19. Maintenance, Repairs, and Inspections.

A. During the Term of this Agreement and any extension thereof, Tenant, at its sole cost and expense, shall be responsible to perform all maintenance, repairs, and reconstruction necessary to keep the Structures in operation, in good condition and in compliance with applicable federal and state laws, rules and regulations. Tenant shall provide advance notice to SJTA of all construction, reconstruction, maintenance and repair work on the Structure or Premises in accordance with this Agreement. SJTA reserves the right, in its sole discretion, to make emergency repairs to the Structure and Premises, at the sole cost and expense of Tenant, when such repairs are needed on an emergent basis to protect SJTA or the public. SJTA shall notify Tenant of any emergency, if feasible, and shall give Tenant an opportunity to respond to said emergency. Tenant covenants that at the termination or expiration of this Agreement, howsoever caused, it will quit and surrender the Structure and Premises in good repair and condition, excepting reasonable wear and tear, subject to paragraph 23 hereafter.

B. Tenant shall have a Professional Structural Engineer, licensed in the State of New Jersey, inspect the Structure every five (5) years after the date the Structure receives a Certificate of Occupancy or Certificate of Acceptance by the responsible building code inspection agency or officer. Said inspections shall include the following:

1. Structural Survey. The structural survey shall include a field investigation of the existing conditions of the Structure, including the use of lift equipment or other means necessary to complete a full visual inspection of the Structure, field verification of the size and integrity of bolted and welded connections and structural members, and photographs and field notes for reference purposes.

2. Electrical Survey. The electrical survey shall include a field investigation of the existing electrical installation including, but not limited to, conduit, cable, panel, luminaries and grounding and a determination that all electrical components meet code requirements.

3. Documentation. A written report signed and sealed by a Professional Structural Engineer licensed in the State of New Jersey.

In the event that a Structure is determined to be structurally or electrically deficient, Tenant shall repair the Structure correcting such deficiencies within thirty (30) days of completion of the inspection. Tenant shall coordinate inspection dates and times with SJTA so that SJTA services are not disrupted.

20. Utilities.

Tenant expressly acknowledges that it will be responsible for providing all utility equipment, conduit, lines, and connections including, but not limited to, all meters or other equipment as may be required by Tenant or the utility supplier for complete installation and operation of the Structure and for the payment of any and all utility charges, including connection and recurring fees. Tenant shall comply with the provisions of the Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq., which requires, inter alia, Tenant to mark, stake, locate or otherwise provide the position of its underground facilities. Tenant shall also locate all existing utilities and make arrangements necessary with the respective utility companies in any areas of excavation and take all precautions not to sever or damage such utilities. If any utilities are damaged or severed during the course of installing, maintaining, or operating the Structure, notice shall be provided immediately to the respective utility and SJTA. SJTA shall not be liable or responsible for any interruptions of service or the repair or relocation costs associated with any utility. Tenant must make any necessary arrangements with the respective utility companies and bear any, and all costs incurred by reason of any interruption, relocation, or repair. Tenant agrees to indemnify SJTA for any and all damages, which SJTA incurs by reason of Tenant's failure to properly comply with this paragraph.

21. Restoration of SJTA Property, Property Damage.

A. Tenant, at its sole cost and expense, shall restore or replace any SJTA property including, but not limited to, any road surface, curbing, drainage, vegetation, plantings, trees, shrubs, or structures, disturbed, destroyed, or damaged by Tenant's activities or construction of the Structure on SJTA property to its original condition, reasonable wear and tear excepted, within the reasonable number of days specified in the written notice. If all remedial work is not undertaken and completed within ninety (90) days from the date specified, SJTA may, on ten (10) days written notice to Tenant, undertake and complete the remedial work with its own employees and/or independent contractors, and Tenant shall pay all actual costs or charges incurred by SJTA by reason of such work. This will not apply to any trees, shrubs and plantings of any kind that were intentionally removed in order to create or preserve access to the structure and clear visibility of its advertising content.

B. Tenant shall, at its own cost and expense, make good any damage that may be done by it, its subconsultants, contractors, subcontractors, or suppliers, in the course of this Agreement, to any of SJTA's real and/or tangible, personal property through, or by reason of the performance of this Agreement. Tenant's liability under this paragraph is absolute and shall not be dependent upon any agents, employees, subconsultants, contractors, subcontractors, or suppliers; and the neglect of SJTA to

direct Tenant to take any particular precaution or to refrain from any particular conduct shall not excuse Tenant except for damage resulting solely from SJTA's negligence.

C. The Tenant will conform with SJTA's efforts to enhance the aesthetics of the ACE with landscaping around structures that is consistent in presenting a pleasing visual impact to motorists. Surface treatments around structures will be presented to SJTA for its approval prior to planting.

22. Notices. All notices provided for herein shall be in writing. Any notice permitted or required to be served upon Tenant may be served upon it at:

Garden State Outdoor Advertising
2 Convention Boulevard-Suite 100
Atlantic City, New Jersey 08401

with a copy to:

Provided, however, that if Tenant shall give notice in writing to SJTA of any change in said address, then and in such event, such notice shall be given to Tenant at such substituted address. Any notice permitted or required to be served upon SJTA may be served upon it at:

South Jersey Transportation Authority
Attn: Colleen Hackett, Director of Business Administration
PO Box 351
Hammonton, NJ 08037

with copies to:

South Jersey Transportation Authority
P.O. Box 351
Hammonton, NJ 08037

Florio Perrucci Attorneys at Law
1010 Kings Highway South
Building One-2nd Floor
Cherry Hill, NJ 08034

Provided, however that if SJTA shall give notice in writing to the Tenant of any change in said address, then and in such event, such notice shall be given to SJTA at such substituted address. Any notice served by mail shall be by registered, certified mail or overnight mail.

23. Title.

Upon termination of this Agreement (other than a termination effected by Tenant in connection with a default by SJTA hereunder or in connection with any termination for convenience right that SJTA may have), at the conclusion of the Term, or upon termination in accordance with paragraph 31 hereinafter, the Structure shall become the absolute property of SJTA and SJTA shall have every right, title and interest therein, free and clear of any liens, and any interest in such Structures theretofore held by Tenant, and absolute title to the Structure shall continue to be vested in SJTA.

At the termination of this agreement all licenses, permits and advertising contracts for the billboards shall become the property and responsibility of SJTA.

24. Relocation and Removal.

If necessary, due to circumstances including, but not limited to, construction along the Expressway, SJTA may, at its sole cost and expense, relocate the Structure to a site mutually agreeable to the parties or terminate this Agreement on thirty (30) days prior written notice and remove the Structure.

25. Nuisances.

Where, as a result of any act or omission of Tenant or its successors, a nuisance, including, but not limited to garbage and debris, exists on the Premises or Structure, SJTA may, by written notice, order Tenant to abate and/or remove the nuisance, insofar as it is practicable and reasonable to do so. Should Tenant fail to do so within a reasonable time, SJTA may take whatever steps may be necessary to abate and/or remove the nuisance and Tenant shall be liable for the reasonable cost thereof.

26. Not A Public Dedication.

Nothing herein contained shall be deemed to be a gift or dedication or any portion of the rights created hereunder to the general public for any public purpose whatsoever.

27. Compliance with Environmental Laws.

A. Tenant may inspect the Premises where work is to be performed pursuant to this Agreement to become familiar with the condition of the Premises. SJTA makes no representations or warranties regarding the condition of the Premises and Tenant agrees that no claim whatsoever shall be made against SJTA for costs, damages, or expenses as a result of the conditions of the Premises.

B. Tenant, at its own cost and expense, shall comply with any existing or hereafter enacted environmental laws or regulations, which affect the Premises or Structure.

C. With the approval of SJTA, Tenant, may, at its own cost and expense, conduct investigations as part of its initial site evaluation, including any test and soil borings necessary to determine the presence or absence of environmentally sensitive materials at the Premises. If a site investigation reveals the presence of contamination, Tenant may elect to conduct any required cleanup or remediation at its own expense, or it may decide not to develop the site and may terminate this Agreement with fifteen (15) days written notice to SJTA. If Tenant does not proceed with the development of the site, it shall not be responsible for any environmental liabilities discovered by site tests approved by SJTA.

D. If at any time prior to or during construction or otherwise, environmentally sensitive materials are discovered on the Premises, Tenant must notify the appropriate governmental authorities and SJTA of said discovery in accordance with applicable environmental laws and regulations. If Tenant decides to proceed with construction of the Structure, it shall, at its own cost and expense, undertake any monitoring or remedial activities required pursuant to any applicable laws or regulations. Except where such monitoring or remedial activities are voluntarily undertaken by Tenant in order to construct, install, maintain, utilize, and operate the Structure, Tenant shall not be responsible for the monitoring or remedial activities made necessary by pre-existing hazardous materials deposited by others. Tenant, at its own cost and expense, shall promptly provide to SJTA copies of all submissions made to any environmental regulatory agency in connection with its responsibilities pursuant to this paragraph. Should Tenant decide not to voluntarily undertake the monitoring or remedial activities necessary to construct, install, maintain, utilize, and operate the Structure and Premises, SJTA may terminate this Agreement upon ten (10) days written notice.

E. If any site remediation must be undertaken on the Premises or any other properties controlled or owned by SJTA resulting from the action or inactions of Tenant, or its officers, agents, contractors, subcontractors or employees, Tenant shall, at its own cost and expense, prepare and submit the remediation action plan prepared by Tenant to SJTA before it is submitted to the appropriate regulatory agency. SJTA's approval shall not be unreasonably withheld or delayed. The obligations of Tenant set forth in this paragraph of this Agreement shall survive the termination of this Agreement.

F. Tenant shall, at all times during the Term of this Agreement, permit SJTA to have access to the Premises for the purpose of environmental inspections, including, but not limited to, sampling. SJTA shall provide reasonable advance notice to Tenant of environmental inspections and Tenant shall have the right to have a representative present during any such inspections. Tenant shall, at its own cost and expense, provide all information required by SJTA for the preparation of any non-applicability affidavits, de minimis quantity exemption applications, or other environmental submissions, and shall promptly sign such affidavits and submissions when requested by SJTA.

28. New Jersey Law Against Discrimination.

Tenant is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and in accordance with the regulations promulgated by the State Treasurer of New Jersey pursuant to such law.

A. SJTA and Tenant agree to incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-7.4 (a) and (b) promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq., and the Tenant, contractor, or subcontractor, where applicable, agrees to comply fully with these regulations and the provisions of N.J.A.C. 17:27-3.4 (a), as amended and supplemented from time to time.

B. Tenant shall execute the Affirmative Action Agreement, Exhibit "A" and "B", annexed to and made a part of this Agreement.

C. Tenant shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) to the State of New Jersey.

29. Security and Protection.

Tenant acknowledges and accepts full responsibility for the security and protection of the Structure and for the prevention of any theft, vandalism, fire, or unauthorized access to the Structure and expressly agrees to comply with all laws and regulations of SJTA and of any and all other governmental entities that now or may hereafter have jurisdiction over the Structure.

30. Public Service Messages.

A. During periods when advertising space is unsold, SJTA shall have the right to display its own public service messages on any unsold structures or digital displays at no cost to SJTA. Tenant shall be responsible for all cost and expense to produce, install, display, and remove SJTA messages. Prior to the effective date of the advertising, SJTA shall provide Tenant with an electronic file by diskette via electronic mail of SJTA's message(s) for production of vinyls or digital flips by Tenant. Tenant advertising shall not be considered advertising for the purpose of determining unsold time periods. SJTA and Tenant acknowledge that it is the intent of the parties that no Display on the Structure shall be blank for more than a twenty-four (24) hour period. Once an SJTA message has been posted, said message shall remain posted or digitally displayed for a minimum of thirty (30) days. SJTA messages shall be subject to removal at any time for paying advertisers at the sole expense of Tenant.

B. The Tenant shall maintain a public service rate for not-for-profit agencies that wish to post their messages on advertising structures or displays. This rate shall be lower than that charged to commercial advertisers but reflective of the market value of

the advertising space. Not-for-profit organizations that are eligible for this rate shall be in seven distinct categories:

Religious
Educational
Scientific
Charitable
Agricultural
Veterans
Fraternal

31. Termination.

This Agreement may be terminated, without penalty or further liability by either party on sixty (60) days prior written notice, if the other party remains in default under paragraph 32 of this Agreement after the applicable cure periods or by SJTA if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Structure.

32. Default and Right to Cure.

A. The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than fifteen (15) days after receipt of written notice of such failure to pay from SJTA; (ii) Tenant's failure to perform any non-monetary term or condition under this Agreement within thirty (30) days after receipt of written notice from SJTA specifying the failure; (iii) Tenant's failure to complete construction of the Structure within six (6) months of Tenant's receipt of all necessary permits, licenses, approvals and/or waivers for the Structure or within one (1) year of the execution of this Agreement, unless such time is extended by SJTA as elsewhere provided; (iv) Tenant's failure to complete construction of the Structure within three (3) months after construction of the Structure has begun; or (v) if Tenant shall become insolvent or make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against Tenant and the act of bankruptcy alleged is not denied by Tenant. No failure to perform under (A) (i) or (ii) will be deemed to exist if Tenant has commenced to cure such default within such period and provide that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, SJTA shall have the right to exercise any and all rights and remedies available to it under law or equity. Upon termination of this Agreement by SJTA, ownership of the Structure shall vest in SJTA in accordance with 23 of this Agreement.

B. The following will be deemed a default by SJTA and a breach of this Agreement; SJTA's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if SJTA has commenced to cure such default

within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of SJTA. If SJTA remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure SJTA's default and to deduct the cost of such cure from any moneys due to SJTA from Tenant.

33. Holdover.

The holding over in possession by Tenant following the expiration of the Term shall not constitute renewal except that Tenant shall be deemed to be a month-to-month Tenant subject to the terms and conditions of this Agreement, terminable by either party on thirty (30) days written notice to the other.

34. Net Lease.

Tenant shall be responsible for all costs and expenses arising out of or associated with this Agreement, the premises, or the structure, including, but not limited to, any design, construction, operation, maintenance and improvements to the Structure and Premises.

35. Non-Waiver.

No waiver of default by either party of any of the terms, covenants or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver or any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver or any right on the part of the other party to cancel this Agreement as provided herein.

36. Rights Non-Exclusive.

Notwithstanding anything herein contained that may be or appear to the contrary, this Agreement is limited to the leasing of the Premises and does not grant Tenant any rights, privileges, or licenses beyond the scope of this Agreement.

37. Compliance with Laws.

Each party shall comply with all applicable federal, state, municipal, local or department laws, ordinances, rules, regulations, and orders in its performance of this Agreement.

38. No Individual Liability.

No member, officer, agent, director, or employee of SJTA or Tenant shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

39. Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method or computation of rentals, fees, and charges, or any other

provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of lessor or lessee.

40. Capacity to Execute.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

41. Severability.

In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either SJTA or Tenant in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

42. Force Majeure.

Except as herein provided, neither SJTA nor Tenant shall be deemed to be in default hereunder if either party is delayed from performing any of the obligations hereunder, by reason of fire, flood, strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, usually severe weather conditions, riots, rebellion, sabotage, or any other similarly extreme circumstances for which it is not responsible or which are not within its control.

43. Assignment.

Tenant will not assign its rights or duties hereunder, in whole or in part, without the prior written consent of SJTA. Any such consent of assignment will be specifically subject to all provisions of this Agreement and before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the Term, or any extension thereof. Any assignment absent SJTA's written consent is void. In the event SJTA shall consent to such an assignment, then Tenant shall provide SJTA with all appropriate and relevant information concerning assignee, including but not limited to the office address, phone number and contact names for such assignee. Any such consent of assignment shall specifically be subject to Tenant supplying to SJTA all appropriate contacts for assignee along with appropriate office addresses and any other requested information.

44. Incorporation of Exhibits and Proposal.

All exhibits, attachments and schedules referenced in this Agreement are intended to be and are hereby specifically made a part of this Agreement. SJTA's Request for Proposals (RFP) to lease a portion of the Expressway right-of-way for outdoor advertising which resulted in the award of this Agreement to Tenant and the Proposal submitted by Tenant in response to the RFP is intended to be and is hereby specifically made a part of this Agreement. If there is any conflict between the terms of the RFP or Proposal and this Agreement, the terms of this Agreement shall control.

45. Successors Bound.

SJTA and Tenant for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

46. Approvals.

Whenever this Agreement calls for construction, installation, or general engineering approvals by SJTA, such approvals shall be evidenced by the written approval of SJTA's Director of Engineering or his or her authorized designee. All other approvals by SJTA shall be evidenced by the written approval of SJTA's Deputy Executive Director or his or her authorized designee.

47. Titles and Headings.

The paragraph and subparagraph titles or headings contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

48. Governing Law.

SJTA and Tenant agree that this Agreement is made and to be performed in New Jersey and that the validity, interpretation, performance and enforcement of all duties, obligations, liabilities, and terms of the Agreement shall be governed by and decided in accordance with the laws of the State of New Jersey without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). The parties agree to submit to the jurisdiction of the Superior Court, State of New Jersey, within the County of Atlantic, or the United States District Court, Third Circuit, for the resolution of any dispute or controversy arising out of this Agreement.

49. Entire Agreement; Amendment.

It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Tenant that SJTA and its agents have made no representations, promises or warranties with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth herein and that no claim or liability or cause for termination shall be asserted by Tenant against SJTA for, and SJTA shall not be liable by reason of, the breach of any representations, promises or warranties not expressly provided in this Agreement. Except as otherwise specifically provided in this Agreement, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

50. Publicity.

The Tenant shall not issue any news releases or develop any publicity regarding this Agreement without the express written permission of SJTA.

51. Payment of Taxes.

The Tenant shall agree to pay all applicable Federal and State Taxes upon the sale of outdoor advertising.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

WITNESS & ATTEST

Cynthia A. Beasley
(Seal)

Judith A. Hines
(Seal) JUDITH A. HINES

**SOUTH JERSEY
TRANSPORTATION AUTHORITY**

By: Stephen P. O'Leary

TENANT

By: Adam Burkett
ADAM BURKETT

SCHEDULE A (To Agreement) - OUTDOOR STRUCTURE SPECIFICATIONS

Location: Milepost 0.0 in the westbound median/northside on SJTA Right of Way in front of the Atlantic City Convention Center

Size: 1200 square feet

Type of Face: Digital and static

Faces: Two digital faces and one static face

Lighting: Illuminated

Maximum Height: 30 feet from ground to top

EXHIBIT A (To Agreement) (Revised 4/10)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing,

as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B (To Agreement) (REVISED 4/10)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women

workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies.

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade.

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

TENANT:

Date: _____

By: _____

Print: _____

EXHIBIT C (To Agreement)

SJTA ADVERTISING CONTENT POLICY

It is the policy of the South Jersey Transportation Authority ("SJTA") to not allow the display of advertising that is not in keeping with the standards of the community. The following types of advertising content are not permissible:

1. Advertisements that propose a commercial transaction and the advertisement or information contained therein is false, misleading, or deceptive.
2. Advertisements or the information contained therein which promote unlawful or illegal goods, services, or activities.
3. Advertisements that contain obscene material as defined by N.J.S.A. 2C:34-3, as such definition may be amended, modified, or supplemented from time to time.
4. Advertisements that portray graphic violence.
5. Advertisements or the information contained therein that promote the use of tobacco or tobacco-related products; or
6. Advertisements that are not in the best business interest of SJTA or are not in the best interest of the State of NJ.

The advertising of alcohol is permissible provided that any such advertisement include the appropriate disclaimers and/or social responsibility statements as approved by SJTA. No advertisement of alcohol is permissible without prior written approval of the advertising copy by SJTA.

Out-of-home advertising firms doing business with the South Jersey Transportation Authority (SJTA) shall be responsible for the content of all advertising to be displayed and shall use their business judgment in accepting advertising content for posting. Out-of-home advertising firms shall have the right to reject any objectionable advertising, especially if said advertisement will have a detrimental impact on the sale of advertising and the value of SJTA's advertising program. Potentially objectionable advertising will be submitted for review to SJTA and may require changes in copy, visuals, or other materials so that the advertisement is acceptable to community standards.

SJTA retains the right to reject any advertising subject to the terms of this policy. The out-of-home advertising firm shall remove any advertising that SJTA determines to be objectionable or is in conflict with this policy. Removal shall take place no later than 24 hours from the time of notification to the out-of-home advertising firm.

Out-of-home advertising firms shall hold SJTA harmless from all litigation regarding its sale of advertising and its determination of the acceptability of advertising content. SJTA will hold the franchisee harmless from litigation resulting from its direction to the franchisee to reject advertising because of content.

EXHIBIT D (To Agreement)

SJTA ENGINEERING REQUIREMENTS FOR BILLBOARD PROJECTS

- A. DOT Outdoor Advertising Permit (Original)
- B. DCA Plan Releases and Permits (Original)
- C. Proof of Planning Board Review and Recommendation Hearing where applicable
- D. Traffic Study signed and sealed by a Professional Traffic Engineer licensed in the State of New Jersey
- E. Preliminary Engineering Plans, signed and sealed by a Professional Engineer licensed in the State of New Jersey, to include the following:
 - Geotechnical Report
 - Elevation view of proposed Structure
 - Design Plan and access to construction calculations.
 - Guide Rail Design (Length of Need Calculation)
 - Structural Details for Structure
 - Electrical Plans
 - Landscaping Plan
 - Soil Erosion and Sediment Control Plans and Details
 - Site Plan (100 feet radius of Billboard)
 - All Existing Conditions
 - All Utilities
 - Roadway and Pavement
 - Guide Rail, etc.
 - All Roadway Appurtenances.
 - All at 30 or 50 Scale
- F. Maintenance and Protection of Traffic (Traffic Control Plan)
- G. SJTA Access Permit application with appropriate fee prior to entering any SJTA property.