

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
OUTFRONT MEDIA LLC**

**PREAMBLE**

This Agreement (“Agreement”) dated \_\_\_\_\_ (“Effective Date”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and OUTFRONT Media LLC, a Delaware Limited Liability Company (“Consultant”). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. City is home to Levi’s Stadium which has been selected to host the Super Bowl LX (“SBLX”) in February 2026, and the Fédération Internationale de Football Association (“FIFA”) World Cup 2026 (“FWC26”) in June and July 2026 (collectively “Events”).
- B. City desires to engage a consultant to assist with the sale of advertising space on City owned and City controlled assets (“Assets”) in preparation for the Events for the sole purpose of generating revenue, and not for the purpose of providing a forum for expression.
- C. City desires to secure Consultant’s services (“Services”) described in this Agreement, at Exhibit A, entitled “Scope of Services”.
- D. Consultant represents that it and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of City.
- E. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

In consideration of these Recitals and the mutual covenants contained herein, the Parties agree as follows:

**1. AGREEMENT DOCUMENTS**

This Agreement together with the following Exhibits, which are hereby incorporated by this reference, embodies the entire Agreement between the Parties and supersedes and replaces any previous agreements, representations and understandings, whether oral or written.:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Preapproved Asset Locations

Exhibit F – Sample Proposal of Standard Rates

Exhibit G - Specifications Regarding OUTFRONT Inventory and Packages

In the event of any inconsistency between the provisions of any of the Exhibits and the terms of the Agreement, the terms of the Agreement will govern and control.

## **2. TERM OF AGREEMENT**

Unless terminated earlier as authorized by this Agreement, or this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement will begin as of the Effective Date and will terminate on December 31, 2026.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant will perform Services as specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Consultant expressly warrants that all materials and Services covered by this Agreement will be fit for the purpose intended, will be free from defect and will conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or Services, City may make corrections or replace materials or Services and charge Consultant for the cost incurred by City.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

Consultant's sole compensation for Services provided hereunder shall be in the form of commissions paid in the amount and on the terms provided on Exhibit B ("Consultant Commission") and Consultant shall be responsible for payment to City of a portion of the Net Revenue received as detailed in Exhibit B ("City Commission").

## **7. TERMINATION**

- A. Termination for Convenience. City will have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party will assist the other in arranging an orderly transfer and close-out of Services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement will not be assigned or transferred without the prior written approval of City. Consultant will not hire subconsultants without express written permission from City. As used in this agreement the term "subconsultant" will be interpreted to mean either subconsultants or subcontractors.

Consultant will be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, including adherence to the requirements of Exhibit D - Labor Compliance Addendum, as Consultant is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement will be held confidential by Consultant and will not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with

performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry will be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which will include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement will be the property of City but Consultant may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Consultant will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents will have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded will be disallowed by City. Consultant will bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant will submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section 14 (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole

negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.

- B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.
- D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant will provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement will not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement will be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **17. NOTICES**

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

OUTFRONT Media LLC  
90 Park Avenue  
New York, NY 10016

and by e-mail at [edward.jacobs@outfront.com](mailto:edward.jacobs@outfront.com)

The business day the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS AND CONTRACTS**

Consultant will comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered.

Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

Consultant acknowledges and agrees that in the performance of the Services hereunder, Consultant must comply with the terms and limitations set forth in the Stadium Ground Lease Agreement including, but not limited to Section 2.4.8, the FIFA World Cup Assignment and Assumption Agreement, the Parking Rights Agreement between the City of Santa Clara and Forty-Niners SC Stadium Company, LLC dated March 28, 2012, and any Events related agreement entered into or ordinances enacted by City subsequent to the Effective Date. Copies of the relevant executed agreements are publicly available at <https://www.santaclaraca.gov/our-city/santa-clara-stadium-authority>.

## **19. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

## **20. FAIR EMPLOYMENT**

Consultant will not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

## **21. NO USE OF CITY NAME OR EMBLEM**

Consultant will not use City’s name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement will be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party will be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

***Signature on next page***

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JÓVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**OUTFRONT MEDIA LLC**  
a Delaware limited liability company

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Collin Smith

Title: SVP Real Estate, NRG

Principal Place of  
Business Address: 1520 N. Cahuenga Blvd., Los Angeles, CA 90028

Email Address: [Collin.Smith@Outfront.com](mailto:Collin.Smith@Outfront.com)

Telephone: 323-276-7308

Fax: ( )

“CONSULTANT”



**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. PROJECT METHODOLOGY**

Consultant will provide the following Services:

**1.1. Asset Inventory and Valuation**

Consultant will provide a dedicated team responsible for generating revenue by selling advertising space (“Activations”) to corporate sponsors (“Sponsors”) on Assets in accordance with the provisions of this Agreement. Activations may include supergraphics, temporary freestanding LED displays, static vinyl wall displays, vinyl wraps, and painted murals.

**1.1.1.** The Assets are to be a nonpublic forum, not a designated public forum or other type of public forum. This team will be responsible for the sale and service for all corporate sponsorships and for achieving measurable financial results.

**1.1.2.** Consultant will conduct a kickoff meeting with City Manager or designee to establish the following:

**1.1.2.1.** Project background, project goals and timelines

**1.1.2.2.** Key stakeholders and their roles and responsibilities.

**1.1.2.3.** Pertinent information needed by Consultant to accurately identify Assets and Advertising opportunities.

**1.1.3.** Preapproved Assets are set forth in Exhibit E, entitled “Preapproved Assets”. Consultant may identify Assets that have potential marketing appeal to Sponsors and will conduct a comprehensive assessment of each Asset to understand marketability. Assessment will include but is not limited to the following:

**1.1.3.1.** Asset location

**1.1.3.2.** Asset condition

**1.1.3.3.** Capacity limits

**1.1.3.4.** Accessibility

**1.1.3.5.** Security requirements

**1.1.3.6.** Potential restrictions/conflicts

**1.1.3.7.** Prohibited activity

- 1.1.3.8. Permitting requirements and approval timelines
- 1.1.3.9. Relevant City policies and procedures for use of the Asset

**1.1.4.** Consultant will receive written authorization from the City Manager or designee for each Asset prior to proceeding with the valuation, marketing, sale, and activation for any such Asset.

**1.1.5.** Consultant will prepare marketing materials (“Marketing Materials”) that include relevant media and logistics information for each Asset, which must include:

- 1.1.5.1. Estimated sponsorship value range
- 1.1.5.2. Recommended Activation type and general marketing strategy

**1.1.6.** Consultant will conduct a thorough assessment of any potential conflicts between the City’s target Sponsors and key stakeholder groups.

**1.1.7.** Consultant will not consider Activations that include obscenity, pornography, incitement to imminent lawless action, speech presenting a grave and imminent threat, fighting words, material promoting drugs, tobacco, gambling, oil/gas, adult entertainment, fraudulent material, true threats, defamatory, libelous or slanderous material, solicitations to commit criminal conduct, political campaign speech, or religious speech that advocates or opposes a religion or religious belief.

**1.1.8.** Consultant will provide the final Marketing Materials per Asset to the City Manager or designee for review and will incorporate feedback prior to submission to target entities. Any Marketing Materials that may be made publicly available will require written authorization from the City Manager or designee prior to public posting.

## **1.2. Asset Marketing and Sale**

**1.2.1.** Consultant will create a list of target entities for Activations for City review including deep category analysis and brand alignment.

**1.2.2.** Consultant will lead negotiations with prospective entities and for each proposed Activation will provide the City with the projected Net Revenue for the Activation, and must receive written authorization from the City Manager or designee, in their sole discretion, prior to executing Sponsorship Agreements. Consultant will ensure Sponsorship Agreements include the following requirements, at a minimum:

- 1.2.2.1. Effectiveness of the Sponsorship Agreement is contingent upon the City and Consultant executing a License Agreement authorizing Consultant to access the Asset and install the Activation.
- 1.2.2.2. The terms, conditions, and prices for the Activations on Assets.

- 1.2.2.3.** Naming the City as a third-party beneficiary and granting the City the right, at its sole discretion, to terminate any Sponsorship Agreements prior to the scheduled termination date, without refund or consideration, should it feel necessary to do so.
- 1.2.2.4.** Acknowledgement that Sponsors may not transfer or assign Asset space without the prior written consent of the City.
- 1.2.2.5.** Security for Consultant's receipt of payment under the Sponsorship Agreement.
- 1.2.2.6.** Indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, losses, liabilities, costs, and expenses (including attorney's fees) arising out of or in connection with the Sponsorship Agreement.
- 1.2.2.7.** Maintain, at their sole cost and expense, insurance coverage satisfactory to the City and adding City as an additional insured.
- 1.2.3.** The City maintains the right, at its sole discretion, to waive any of the above referenced minimum requirements for Sponsorship Agreements. Consultant will be responsible for updating the Sponsorship Agreement accordingly, prior to execution.
- 1.2.4.** At a minimum, Consultant will provide monthly reports to keep City apprised of prospecting status. Consultant will provide additional updates as requested by the City.
- 1.2.5.** Once a Sponsorship Agreement is approved by City and executed by Consultant and Sponsor, Consultant will ensure Consultant and Sponsor activate and perform all elements of each such Sponsorship Agreement.
- 1.2.6.** Consultant will provide additional services upon City's request, as needed, to facilitate the negotiation and approval of Sponsorship Agreements, for example, through attendance at City Council meetings.

### **1.3. Activation Installation and Implementation**

- 1.3.1.** Prior to installation of the Activation on an Asset, Consultant will execute a License Agreement, on a form approved by the City, to access the Asset and install the Activation.
- 1.3.2.** Consultant will oversee all elements of Activation implementation, including but not limited to media production of, installation and de-installation.
- 1.3.3.** Consultant is responsible for obtaining all necessary permits prior to installation of any Activation, to include submission of permit application, payment of any required fees, and any other steps necessary to authorize activation on a particular Asset.

- 1.3.4. Consultant will coordinate with applicable City Departments on the logistics of installation for the purposes of ensuring Activations are installed in a manner and using materials that will not cause permanent damage to the Assets, will not impair the City's ability to manage the Asset, and will not detract from the character, integrity, aesthetic quality or safety of the Asset, or unreasonably interfere with its use, function and purpose.
- 1.3.5. Consultant will ensure the Assets approved for graphic installation are appropriately prepared, including ensuring they are free of dirt, debris, oxidation, oils, and any other contaminants that could interfere with proper adhesion. Consultant will notify City if any cleaning or preparation services are needed before installation can be successfully completed, identify the preparation work Consultant will complete, and receive the City's prior written approval, which shall not be unreasonably withheld. Consultant will ensure Assets are returned to the City in the same condition as they were prior to installation.
- 1.3.6. Consultant will conduct a post-event debrief meeting with City to review lessons learned and provide recommendations for future opportunities.

## 2. ADDITIONAL SERVICES

- 2.1. **Billboards.** Upon the request of the City, Consultant will grant the City temporary use of Consultant's proprietary billboards, located within the Bay Area geographic region, for purposes of advertising the City and its assets during the term of this Agreement. The City's use of billboards will be contingent upon space availability in the region and limited to a maximum of 12 months per advertisement and a maximum value of \$100,000, as calculated by Consultant on the basis of Consultant's standard rates consistent with the sample proposal of the Consultant's standard rate schedule attached as Exhibit F. Consultant will market and implement Activations on these billboards in the same manner as described in Exhibit A. City advertising copy must be provided at least five business days in advance of the proposed commencement date for display and must meet the file, format and resolution requirements as provided in writing to the City. City represents and warrants that all copy, content and materials supplied by the City to Consultant for display under this Agreement are accurate, comply with applicable laws, are owned or duly licensed by City, and do not infringe or misappropriate the rights of any other person or entity.
- 2.2. **Experiential Activations.** Upon the request of the City, Consultant will identify, value, market and implement community activations, such as 5k races, pop-up markets, and restaurant walks (Experiential Activations). The City and Consultant will negotiate the specific services and costs to be provided for Experiential Activations. Experiential Activations may also be subject to unique indemnification and insurance requirements. The specific details and requirements of Experiential Activations will be finalized through a formal amendment to this Agreement.

**EXHIBIT B  
SCHEDULE OF FEES**

**1. CITY AND CONSULTANT COMMISSION**

- 1.1. Net Revenue Defined.** For purposes of this Agreement Net Revenue means the total revenue received from a Sponsorship Agreement less Consultant's out-of-pocket costs of implementing the Sponsorship Agreement by way of site preparation, maintenance, production, installation, removal, or any third-party pass-through fees, costs, or expenses incurred for implementation of that Sponsorship Agreement.
- 1.2. City Commission.** The City Commission is 50% of Net Revenue from each Sponsorship Agreement.
- 1.3. Consultant Commission.** Consultant Commission is 50% of Net Revenue from each Sponsorship Agreement.

**2. ADDITIONAL SERVICES**

- 2.1. Billboards.** Use of Consultant's billboards is at no cost to City.
- 2.2. Experiential Activations.** The specific costs for Experiential Activations will be negotiated by City and Consultant prior to authorization to proceed and will be memorialized through formal amendment to this Agreement.

**3. PAYMENT SCHEDULE**

- 3.1.** Consultant will remit to the City 50% of all Net Revenue Activations generated from the sale of space on City Assets no more than sixty days following receipt from the Sponsor, or the completion of the Event, whichever occurs first.

Event	End Date	Payment Due No Later Than
SBLC	February 8, 2026	April 9, 2026
FWC26	July 1, 2026	August 30, 2026

- 3.2.** Each payment will be accompanied by a report detailing the total revenue received and a breakdown of the Consultant's out-of-pocket costs of implementation per Sponsorship Agreement.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant will provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but will in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury

2. Exact structure and layering of the coverage will be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.
3. The following provisions will apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There will be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage will apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement will not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. UMBRELLA/EXCESS LIABILITY INSURANCE

Umbrella/Excess Liability insurance which provides coverage in excess and follow-form of the commercial general liability, business automobile liability, and employer's liability required in an amount of not less than:

\$5,000,000 Each Occurrence for Bodily Injury and Property Damage and Personal and Advertising Injury Liability

\$5,000,000 General Aggregate

Umbrella/Excess Liability Insurance coverage must be no less broad than the underlying commercial general liability, and employer's liability required. If coverage is not follow-form, differences must be identified to the City.

E. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered Services as designated in the policy must specifically include work performed under this agreement. Coverage will be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant will contain language or be endorsed to contain wording making it primary insurance

as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess will be considered excess insurance only and will not be called upon to contribute with Consultant's insurance.

3. Cancellation.

a. Each insurance policy will contain language or be endorsed to reflect that no cancellation of the coverage provided will be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such cancellation.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There will be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) will, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements indicated in this Agreement. Such insurance coverage will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement.



Consultant will file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker will provide the required proof of insurance compliance, consisting of copies of insurance certificates or renewals or replacements, Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement will be mailed to:

EBIX Inc.

City of Santa Clara – City Manager's Office

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

J. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant will have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or will be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D**  
**LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

**K. Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which will be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, Consultant is reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultant and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio will be paid the full journeyman wages for the classification of work performed.
5. Consultant agrees to be fully and solely responsible for all matters relating to payment of its employees, subconsultants and subcontractors, including but not limited to, prevailing wage requirements, Social Security (FICA) taxes, unemployment insurance taxes, workers' compensation benefits, health insurance, or any other benefit incident to an employer-employee relationship.
6. In connection with the performance of services under this Agreement, Consultant shall not discriminate, retaliate, permit discrimination, or permit retaliation on the basis of any legally protected status as prohibited by Federal, State, or local laws.

L. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum will be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents will be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents will be made available at Consultant's address indicated for receipt of notices in this Agreement.

City or the California Department of Industrial Relations may impose penalties upon Consultant, Consultant's contractors and subcontractors for failure to comply with prevailing wage requirements.

**EXHIBIT E**  
**PREAPPROVED ASSET LOCATIONS**

The property and structures located at the following locations are preapproved for Activations:

- Santa Clara water tanks
- Santa Clara Youth Soccer Park

**EXHIBIT F  
SAMPLE PROPOSAL OF STANDARD RATES**

Market	Media	Showing Level	Num of Units	Period	Duration	Showing Type	Inventory #	Location Description	Copy Size	Latitude	Longitude	Initial Instal	IMP 18+ Weekly	Rate Card	Restrictions Notes	Restrictions	Geopath Spot ID	Start Date	End Date	Total Media Cost	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	M1001D	E/L I 880 N/O Great Mall Parkway F/S	14'x48'	37.41825	-121.91337	N/A	430,835	\$10,620.00	Automotive (with the exception of Honda & Toyota)	Political, Auto Dealers, Auto Manufacturers	30754706	11/3/2025	11/30/2025	\$10,620.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	M1002F	E/L I-880 N/O Great Mall Parkway F/N	14'x48'	37.41833	-121.91338	N/A	326,287	\$10,620.00	Automotive (with the exception of Honda & Toyota)	Political, Auto Dealers, Auto Manufacturers	30754802	11/3/2025	11/30/2025	\$10,620.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	SC1001B	US 101 1000 ft & Lafayette St F/SE	14'x48'	37.37925	-121.95174	N/A	357,678	\$10,620.00		Cannabis	30784543	11/3/2025	11/30/2025	\$10,620.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	SC1002D	US 101 1000 ft & Lafayette St F/NW	14'x48'	37.37926	-121.95179	N/A	404,685	\$10,620.00		Cannabis	30784552	11/3/2025	11/30/2025	\$10,620.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	SC1003F	US 101 NW De La Cruz Blvd F/SE	14'x48'	37.37783	-121.94507	N/A	573,611	\$10,770.00	No competing storage facilities	Cannabis	50728427	11/3/2025	11/30/2025	\$10,770.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	COL1001D	The Headliner - I-880 .5 mi N/O Hegenberger % F/S	20'x60'	37.74685	-122.20124	N/A	790,210	\$11,540.00		Adult Entertainment, Political, Tobacco, Alcohol	30681652	11/3/2025	11/30/2025	\$11,540.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	COL1002E	I-880 .50 mi N/O Hegenberger % F/NW	20'x60'	37.74685	-122.20127	N/A	1,049,488	\$11,540.00		Adult Entertainment, Political, Tobacco, Alcohol	30681660	11/3/2025	11/30/2025	\$11,540.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	HAY1001F	I-880 & Arbor Avenue F/S	14'x48'	37.66679	-122.10725	N/A	890,068	\$6,930.00		Political	30970642	11/3/2025	11/30/2025	\$6,930.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	HAY1002F	I-880 & Arbor Avenue F/N	14'x48'	37.66679	-122.10725	N/A	1,010,985	\$6,930.00		Political	30970649	11/3/2025	11/30/2025	\$6,930.00	
San Francisco Bay Area	Digital Bulletins	UNIT	1	4 Week	4 Weeks	Regular	PEN1001F	US 101 & Brittan Avenue F/SE	14'x48'	37.50388	-122.24561	N/A	497,467	\$7,700.00		Adult Entertainment, Political, Adult Content, Cannabis	30912528	11/3/2025	11/30/2025	\$7,700.00	
<b>Total Program Value: \$97,890.00</b>																					
<b>Total Program Net Cost: \$97,890.00</b>																					<b>Grand Total \$97,890.00</b>

Availability subject to change. All space is subject to prior sale. To account for scheduled maintenance, downtime, outages, and other disruptions to digital displays, OUTFRONT will be deemed to have met its obligations to an advertiser by displaying advertising copy for at least 92.5% of display time set forth in the applicable advertising contract, subject to certain exceptions and additional details described in the attached Exhibit G titled "Specifications Regarding OUTFRONT Inventory and Packages".

**EXHIBIT G**  
**Specifications Regarding OUTFRONT Inventory and Packages**

**1. How These Specifications Apply to Your Campaign**

This page provides additional detail, terms, and conditions for Outfront Media LLC (“OUTFRONT”, “we” or us”) out-of-home advertising inventory and packages and our standards for posting and delivery of advertising copy on OUTFRONT advertising displays. These specifications apply across all advertising campaigns and contracts between OUTFRONT, its advertisers and their advertising agencies, buying services, and other agents and licensees. If applicable to your campaign, these specifications constitute OUTFRONT’s Policies for purposes of the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less or any variant of those terms.

**2. How OUTFRONT Sells Out-of-Home Inventory**

We may market our static and digital inventory as individual units and as parts of networks, packages, vehicles, stations, shelters, and other bundles and combinations to meet the varying needs of our advertisers. The specific displays available to display advertising copy within any such grouping may vary over time as new displays are installed and existing displays are disabled or removed for maintenance.

For a given campaign, OUTFRONT may allocate advertising copy among the displays within any purchased grouping in its discretion and may make reasonable substitutions among displays, vehicles, stations, and shelters based on availability. Unless otherwise expressly agreed in the applicable contract, advertiser requests for display of copy on specific locations within a network or package may not exceed 20% of the total number of locations purchased.

**3. OUTFRONT’s Posting Standards for Static Advertising**

In order to ensure the timely commencement of your campaign, you must furnish all static advertising copy in the form and format required by OUTFRONT with sufficient overage copy and posting instructions at least ten working days before the estimated start date of your campaign.

If static advertising copy is timely and properly provided as required and is not rejected, the copy will be posted within five working days of the commencement date for the campaign. However, for showing based programs, which include static advertising installed on subway railcars and other rolling stock, OUTFRONT commits to posting at least 85% of the program within five working days of the commencement date, with the remaining 15% to be posted within a reasonable time thereafter. A service charge payable in advance at OUTFRONT’s current rates will apply for installations on walls and for any changes to advertising material or copy after initial placement or posting. OUTFRONT will use commercially reasonable efforts to maintain displays in good condition to the extent

of matters reasonably within our control. However, should your copy be lost, stolen, damaged, defaced, or deteriorated for any reason, including ordinary wear and tear, you will be responsible for furnishing replacement copy at your expense.

Where illuminated displays are provided, illumination will be from dusk to midnight unless we specify otherwise for a specific display.

#### **4. OUTFRONT's Posting Standards for Digital Advertising**

Advertising copy for digital displays must be provided in the file, format and digital encoding standards required by OUTFRONT at least ten working days before the estimated start date of your campaign. Failure to provide digital copy with the correct aspect ratio, resolution, format, or encoding may result in delays in posting and additional processing fees.

To account for scheduled maintenance, downtime, outages, and other disruptions to digital displays, OUTFRONT will be deemed to have met its obligations to an advertiser by displaying advertising copy for at least 92.5% of the display time set forth in the applicable advertising contract, subject to the exceptions described below. OUTFRONT is not obligated to display digital copy for more than 92.5% of the aggregate agreed display time. For purposes of determining this minimum display time has been met, so long as the total actual aggregate display time across the agreed displays, vehicles, or locations amounts to at least 92.5% of the total agreed display time, OUTFRONT will have met its obligation and no reimbursement, credit or equitable remedy will apply. Unless otherwise agreed in the applicable contract, a spot on a digital display means the display of advertising copy for the purchased time increment (e.g., 8 or 15 seconds) within a rotating content loop on a single digital display during the purchased campaign duration.

OUTFRONT's minimum display time commitment is subject to the following additional details and exceptions:

4.1 **Emergency Messaging:** OUTFRONT may at any time preempt the display of copy in order to utilize its digital displays for Amber Alerts, emergency messages, and other public service messages. Preemptions for these messages do not constitute downtime for purposes of determining whether the 92.5% minimum display time has been met and no reimbursement, credit or equitable remedy will apply.

4.2 **Dominations and Takeovers:** From time-to-time OUTFRONT may preempt scheduled advertising copy in order to accommodate a brand domination or takeover – for example, in the case of a transit station brand domination requiring all displays within a station to simultaneously display coordinated content for a single advertiser for some period of time. OUTFRONT will try to mitigate the need for preemption of advertising copy for such dominations or takeovers. However, if scheduled advertising copy is preempted for a brand domination or takeover, the period for which the advertising copy was preempted will constitute downtime for purposes of determining whether the 92.5% minimum display time has been met.

4.3 Landlord, Agency and Municipal Messages: All purchased advertising on digital displays is subject to and net of obligations to the relevant landlord, municipality, transit agency or other governmental authority (e.g., minimum display time commitments for municipal, agency and other non-emergency public service messages). If scheduled advertising is preempted in connection with OUTFRONT's compliance with these obligations, no reimbursement, credit or equitable remedy will apply to the extent the obligations were disclosed in advance of the campaign start date. If the obligation was not disclosed in advance, the period for which the advertising copy was preempted will constitute downtime for purposes of determining whether the 92.5% minimum display time has been met.

4.4 Digital Advertising on Railcars. All advertising on digital displays affixed to railcars is sold, delivered, and measured by the specified number of railcars per day during the campaign period. The number of displays and total display time for digital railcar advertising may vary based upon railcar type, service schedule, and other factors.

#### **5. OUTFRONT's Posting Standards for Impression-Based Advertising**

For advertising campaigns where OUTFRONT has expressly agreed to deliver based upon impressions (rather than delivering a specific display duration), the advertiser will pay for the actual number of impressions delivered at the stated cost per thousand impressions (CPM) on a Guaranteed, Preferred Non-Guaranteed, Non-Guaranteed, or Bonus basis as indicated in the contract:

5.1 Where your contract states that impressions are Guaranteed, OUTFRONT commits to deliver at least 95% of the agreed number of such impressions during the campaign, subject to the limited remedies below.

5.2 Where your contract states that impressions are Preferred Non-Guaranteed, OUTFRONT will target the delivery of the specified number of such impressions, but we do not guarantee that any minimum number of impressions will be delivered during the campaign.

5.3 Where your contract states that impressions are Non-Guaranteed or Preemptible, OUTFRONT will target the delivery of the specified number of impressions, but we do not guarantee that any minimum number of impressions will be delivered, and the campaign may be cancelled or preempted by other campaigns at any time.

5.4 Where your contract states that impressions are Bonus or Space Available, OUTFRONT may, in our sole discretion, deliver impressions as space is available on advertising displays, but we are under no obligation to do so and we do not guarantee any space on advertising displays is or will become available.

For purposes of determining whether an impression guarantee has been met, so long as the total number of impressions across the agreed displays, vehicles, or locations amounts to at least 95% of the total agreed number of impressions, OUTFRONT will have met its obligation, the advertiser will pay for the actual number of impressions delivered, and no reimbursement, credit or equitable remedy will apply. Unless otherwise stated in the contract, the advertiser will not be responsible for impressions delivered in excess



of 105% of the specified number of impressions.

The number of impressions delivered will be determined solely by OUTFRONT's proof-of-performance mechanisms combined with OUTFRONT's audience data, which may include statistically determined historical counts, forecasts or other sources and methodologies determined by OUTFRONT in our sole discretion. OUTFRONT's statistical data and methodologies will be conclusive for purposes of calculating the number of impressions delivered by an instance of an advertisement rendering on an advertising display.

#### **6. What if OUTFRONT is Unable to Meet These Posting Standards?**

If OUTFRONT is unable to secure or loses the right to use any advertising location, a location becomes obstructed, destroyed or defaced, OUTFRONT fails to display digital copy for the required minimum display time, OUTFRONT fails to deliver the minimum number of Guaranteed impressions, or if OUTFRONT fails to meet these standards or otherwise fails to deliver, that failure will not be deemed a breach or termination of the affected contract. However, we will make good on our delivery commitments to you by either (i) equitably extending the advertising period of the affected contract at the contracted location or a replacement location of equal value, (ii) issuing you a pro-rated credit for advertising services equivalent to amounts paid for the period for which copy was not displayed or the number of impressions paid for that were not delivered, as applicable, or (iii) terminating the impacted contract and reimbursing you for fees paid relating to the period and displays for which the copy was not displayed, in each case at our sole option and as your sole remedy for the failure, unless a different or more specific remedy is specified in your contract.

#### **7. Advertising Copy Approval and Restrictions**

The character, design, text and illustrations on advertising copy and the material used are subject to approval by OUTFRONT and by the location owner, transit company/authority or third party controlling the location. Nudity, pornographic, profane, or obscene copy is prohibited, and other content-based restrictions may apply to specific locations or transit systems. It is the responsibility of each advertiser to ensure that its advertising copy complies with applicable laws, regulations, terms, conditions and approval requirements.

#### **8. Audience Data and Asset Ratings**

If your impression-based contract specifies target audiences for a campaign, OUTFRONT will use available audience data to determine the allocation and timing of impressions among the advertising displays within the campaign in an effort to reach those audiences. However, OUTFRONT makes no commitments with respect to any audience data or regarding campaign reach or the audiences or other ratings of advertising assets, all of which are provided for informational and campaign planning purposes only, should not be relied upon for any other purpose, and do not create any obligation for OUTFRONT.

## 9. Cannabis Advertising

All advertising campaigns that promote cannabis, cannabis derivative products, or cannabis-related services are subject to the following additional conditions:

**9.1 Your Commitment to Licensing and Legal Compliance.** You represent, warrant, and agree that:

- (a) You are a duly licensed cannabis dispensary or vendor authorized to sell cannabis and cannabis-related products or services in full compliance with all applicable laws, regulations, and permit and licensing requirements in the jurisdiction(s) where you operate;
- (b) You will maintain all required licenses, permits, and authorizations for the duration of your contract; and
- (c) You will immediately notify OUTFRONT of any suspension, revocation, or material change to your licensing status.

**9.2 Additional Copy Requirements for Cannabis.** You further represent, warrant, and agree that all cannabis-related copy:

- (a) promotes only a business that meets the licensing and compliance requirements described above;
- (b) fully complies with all applicable state, and local laws, regulations, and advertising guidelines governing the advertising and marketing of cannabis and cannabis-related products or services, including but not limited to restrictions on content, audience targeting, and any limitations on the number or location of billboards or other media on which a cannabis dispensary or vendor authorized to sell cannabis or cannabis-related products or services may lawfully advertise; and
- (c) does not mislead consumers.

**9.3 Your Breach of These Conditions.** Any breach of this Section 9 constitutes a default under your advertising contract with OUTFRONT and is subject to the remedies for default in the contract and these Specifications.

**9.4 Our Discretion to Remove Copy.** OUTFRONT may, in our sole discretion and without refund, credit, or liability, remove any copy if:

- (a) OUTFRONT determines that you have breached this Section 9;
- (b) OUTFRONT receives a complaint, notice, or inquiry from any regulatory authority or government official; or
- (c) OUTFRONT determines that adverse publicity, reputational harm or liability to OUTFRONT or third parties has or is likely to result from the display of your copy.

**9.5 Indemnification for Cannabis-Related Copy.** You agree to indemnify, defend, and hold harmless OUTFRONT, our affiliates, officers, directors, employees, and agents from and against any and all claims, penalties, fines, damages, liabilities, and costs

(including reasonable attorneys' fees) arising out of or related to the display of cannabis-related copy. This obligation survives termination or expiration of your contract with us.

#### 10. **Credit Card Payments**

The invoicing and payment requirements for your campaign are described in your contract. If OUTFRONT accepts payment from you by ACH or credit card, we have the right, at our option, to either (i) require you to pay all amounts due or coming due under your contract on the date of the ACH or credit card payment or (ii) require you to set up recurring payments whereby your ACH or credit card is charged on each invoice date for the full invoice amount. To cover the cost of processing a credit card transaction, OUTFRONT imposes a credit card surcharge fee of 2.5% on the transaction amount. OUTFRONT will not impose a credit card surcharge fee on payments made by debit card, ACH/e-check, or for customers with credit card billing addresses in Connecticut, Maine, Massachusetts, or Puerto Rico. Customers with credit card billing addresses in Colorado and Illinois will incur a credit card surcharge fee of 2% and 1%, respectively.