# **Advertising with the Detroit People Mover**

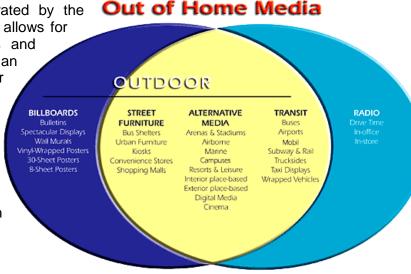
This policy documents mechanical and regulatory information guidelines for the duration of transit advertising on this system. The Detroit Transportation Corporation reserves the right to add, amend, or exclude the use of designated space(s) offered for advertising or sponsorship at any time.

The Detroit People Mover (DPM) delivers patrons directly to some of the most outstanding sights, sounds and exciting events that Downtown Detroit has to offer.

The People Mover is owned and operated by the Detroit Transportation Corporation, which allows for on-site customer service to our clients and patrons. We have evolved not only as an efficient, public transportation circulator system, but also as a dynamic and effective advertising medium.

Advertising on the Detroit People Mover delivers unique experiences and connectivity by offering an Out-Of-Home media buy in a number of innovative and unique opportunities which set your product apart.

(Chart: OAAA)



Advertising on the Detroit People Mover

Designated Market Area Detroit, MI (US Rank: 11)

Brand Name Detroit People Mover

Owner Detroit Transportation Corporation (Public Body Corporate)

Advertising Category Out of Home – Outdoor/Transit

**Display Period** Minimum: 60 Days / Maximum: 365 Days

**Circuit Length** 2.9-Mile Loop, Clockwise Direction

Operating Hours Standard (Min.) 16 / Major Event (Max) 20

**Exclusive Showings** Interior Domination – 13 Stations

Exterior Wraparound Ad – 5 Trains (2-Car Consist)



# **Advertising Inventory**

Advertising space on the Detroit People Mover represents an overall branding commodity that has value and topspin for well-executed media or promotional plans.

Two advertising platforms are available: one specific to particular locales (stations); and the other delivers impressions on a revolving circuit (trains).

# **General Display Requirements**

- A. The DTC shall approve all advertising material, announcements, or any other display, including style and manner of presentation, prior to placement of such material. Accordingly, no advertising displays shall be placed on DTC Property by the Advertiser without the DTC's prior written approval. Advertising design and content shall be provided to the DTC for approval at least thirty (30) days prior to the first date of anticipated advertising.
- B. Advertising Content: The Advertiser shall have a comprehensive understanding of all ordinances from the City of Detroit, including any Temporary Ordinance which exists. The Advertiser shall not exhibit material or contains content which violates such ordinances or that:
  - 1. Is false, misleading or deceptive;
  - 2. Is defamatory or likely to scorn or ridicule a person or group of persons:
  - 3. Is libelous, slanderous, or obscene, or pornographic advertising;
  - 4. Advocates imminent lawlessness, violent action, or firearms;
  - Promotes alcohol or tobacco products if not permitted by local, state and federal ordinances or laws. Disclaimers regarding responsible driving and health hazards from smoking may be applicable:
  - 6. Constitutes political advertisements;
  - 7. Infringes copyright, trade dress, service mark, title or slogan; or
  - 8. Constitutes piracy.
- C. Reasonable proof or clarification of statements contained in any advertisement, exhibit material, announcement, or any other display may be required by the DTC, and shall be submitted to the DTC for approval upon the DTC's request.
- D. All creative, collateral and materials media will be produced by the Advertiser. Printing, installation and removal of creative for all out-of-home media must be executed by authorized professional vendors preapproved by DTC, but remain the responsibility of the Advertiser.



E. The Advertiser shall immediately remove any display, sign, poster, or other advertising material from DTC property that the DTC deems objectionable as described in subsections 1, 2, or 3 above, upon written demand of the DTC. Such removal shall be at the Advertiser's sole cost and expense. In the event that such matter is not removed within 24 hours of receipt of the DTC's written demand therefor, the DTC may remove said material or display and the Advertiser will pay any warehouse, storage rental, or labor costs (plus a 25% administrative overhead fee) incurred by such action. The DTC shall have no liability for any damage to DTC Property or to the advertising displays so removed or any other consequence thereof. The DTC may elect to use the assessment for non-compliance as a remedy for the Advertiser's delay in removal.

**Station Advertising** 

#### **Interior Station Domination**

Interior advertising in the DPM stations can include:

- Window Curtains (Street and Patron Levels)
- Banners
- Posters
- Displays
- Applied Graphics on the following surfaces:

Valls Stairs and Risers Fare gates

#### **Specific Display Requirements**

- A. The Advertiser shall have exclusive rights to place DTC-approved advertising framework and hardware upon identified areas subject to the terms and conditions set forth in the Contract.
- B. The Advertiser shall be responsible for fabrication, mounting and installation of the advertising display structures at the designated locations on the platform, ramp levels and exterior of the stations. The specifications for advertising displays are intended to ensure the obtaining of quality components that are highly durable, nearly maintenance-free, vandal resistant, easily installed and repaired, aesthetically pleasing, and that provide value to transit users and Advertisers. All materials shall be compatible with existing surfaces and finishes. Suspended signage, vinyl graphics, window film or freestanding displays shall not change the basic station profile or walkway clearances at People Mover stations.
- C. Proposed advertisements in the stations and on their exterior facades are subject to compliance with local, state and federal laws, ordinances and regulations, as well as any easement agreements with property owners with respect to stations located on private property.



## **Interior Station Domination / Advertising**

## Specific Display Requirements

D. The selection of materials and hardware that are not invasive is desired.

People Mover Stations	<b>Advertising Availability</b>
Times Square Station	Interior/Exterior
Grand Circus Park	Interior/Exterior
Cadillac Center Station	Interior/Exterior
Broadway Station	Interior/Exterior
Greektown Station	Interior (Platform Only)
Bricktown Station	Interior/Exterior
Renaissance Center Station	Limited Interior/Exterior
Millender Center Station	Interior (Platform Only)
Financial District Station	Interior/Exterior
Joe Louis Arena Station	Interior/Exterior
Cobo Center Station	Interior Only
Fort / Cass Station	Interior/Exterior
Michigan Station	Interior/Exterior

- E. Advertisers must be knowledgeable of all city ordinances, state codes, and permit procedures as they pertain to placement of advertising and signage. Prior to the initial installation of any of the advertising display frameworks, the DTC shall approve the exact location for placement. The frames may be of various sizes and specially designed for stable, flush mounting to station surfaces including uncoated concrete and painted metals. The Advertiser must provide specific details regarding time, labor and materials for future consideration. Illuminated panels must have lighting that is self-contained within the unit, wiring that is concealed, including all sources of illumination, and may have no flashing signs. Electronic signboards may be permitted subject to DTC review. The Advertiser must provide the DTC with samples, and identify the manufacturers, of all advertising display systems and their components. Power source must be approved by DTC.
- F. If framing systems are used, the framing shall be constructed of an acceptable grade of aluminum with a clear anodized finish to prevent deterioration. The fasteners shall be the locking type, designed to be tamper-proof and shall be concealed. Self-tapping connectors and snap-together channels shall not be acceptable. All aluminum shall conform to the standards of the Aluminum Association. All exposed metal surfaces shall be smooth and free from burrs. A clear protective covering that has a hardness coating and is resistant to permanent marker or spray paint, does not ripple or cloud and can be cleaned in normal maintenance is required. Surface areas of the People Mover stations vary based upon their design. Most of the stations' interiors share uniformity with their finished surfaces.



# **Interior Station Domination / Advertising**

The types of surfaces for installation of the display framework are as follows:

**Brushed Steel Surface** 

Location: Walls / Column Supports / Stairway Landings

**Concrete Surface (Unvarnished)** 

Location: Platforms / Floors / Ramps, Berm Supports & Street Level Facing (Joe

Louis Arena) / Stairwells (painted)

**Painted Metal Surfaces** 

Location: Walls / Exterior Rail Panels

Tile (Ceramic / Concrete)

Location: Walls/ Floors

**Glass** 

Location: Windows

The Advertiser will be responsible for the cost of restoring the exterior surfaces of the station to their original condition prior to installation of the advertisement.



# **Station Advertising**

# **Experiential Marketing: Product Sampling**

The Detroit People Mover offers the opportunity to bring consumers closer to your goods and merchandise. People Mover stations are recognizable locations of interest to distribute promotional items, free trial products and food or beverage samples. Giveaways are a magnetic draw for excited People Mover patrons and interested passers-by.

#### **GUIDELINES**

- 1. Companies and/or individuals are not permitted to distribute product samples giveaways and other promotional items on the properties of the Detroit Transportation Corporation /Detroit People Mover without permission.
- **2.** Companies may distribute food and beverage samples in authorized space only.
- 3. The sale or handout of food, beverages, flowers, novelties, printed matter or other merchandise on, from or adjacent to the premises requires written permission from the Detroit Transportation Corporation (DTC).

If permission is granted:

- □ Proof of food and beverage liability insurance must be provided to DTC prior to the start of the promotion.
- □ A copy of approved street parking / food sanitation permits must be provided to DTC prior to the start of the promotion.
- **4.** The DTC shall reserve the right unto itself to, at all times, determine whether any advertising is false, misleading or deceptive.
- 5. Changes, deletions and any modifications made to advertising copy at the request of the DTC shall in no manner or form alter or amend any agreement between the DTC and a person regarding promotional sampling on the People Mover trains.
- 6. In order to avoid the appearance of or favoritism on the part of the DTC and its staff, the DTC will not accept any contracts for solicitations within the scope of advertisements for political office and advertisements relating to referenda.
- 7. In order to promote the health of the public, the DTC shall not accept any promotional advertising for alcohol or tobacco products.
- **8.** Establishments which, in the opinion of the DTC, are within the scope of Detroit Ordinance, Chapter 5, Article II and IV and desire to advertise on the Detroit People Mover System, must submit advertising copy which provides the name and address of the establishment and the words "Adult Entertainment" or "Adult Theatre."
- **9.** DTC will not accept advertising which display, depict, describe or relate to "specific sexual activities" or "specified anatomical areas" or portray nudity, as these terms and defined in City of Detroit Ordinance, Section 5-2-4.
- **10.** Final advertising promotional activities must be submitted to the DTC not less than one (1) month in advance of any contractual obligation on the part of DTC.
- 11. An advertiser will be notified by fax or mail of the DTC's acceptance of its promotional advertisement on the Detroit People Mover System.
- 12. Upon acceptance, the DTC and the advertiser will execute a contract for the placement of advertisement on the Detroit People Mover System substantially in the form of the Promotional Sampling Contract form.
- 13. Advertisements which do not conform to the guidelines set forth herein will be rejected and returned.
- 14. The DTC intends that the exterior of the Detroit People Mover System shall not be, or be deemed to be, a public forum but, instead, a non-public forum available only for certain kinds of commercial advertising promotions in accordance with these guidelines.



# **Vehicle Advertising Requirements**

#### **Brand Trains**

Exterior brand train advertising (vehicle wrap) is defined as a vinyl, wrap-around advertisement that covers the entire perimeter of the DPM, vehicle including end-caps and roof. The wrapped train may include partial decal/die cut covering of the windows (no more than 20 percent coverage and approved by DTC). The DTC requires that the vinyl wrap be 3M material with short-term adhesive, in order to control variables that can cause exterior damage to the vehicle during the installation or removal process.

Advertising material may not be placed:

- 1. On the front, side or door windows (not to exceed 20 percent coverage of the window area and as approved by DTC),
- 2. Over air/exhaust vents such that air cannot pass through the material,
- 3. Over bi-parting service doors unless the material is cut to allow the opening of such doors,
- 4. Over mechanical access panels unless the material is cut to allow opening of such panels,
- 5. Over emergency lights, door lights, fog lights or headlights.
- 6. Over train numbers, disability logos, and DPM logos, unless new decals (which are approved by the DTC) are placed over the advertising material,
- 7. Over any portion of a vehicle in a manner that interferes with the safe operation of the vehicle.
- 8. Over any vehicle or portion of a vehicle specified by the DTC.

The Advertiser may design train (vehicle) wrap advertisements subject to the following limitations:

9. Wrapped vehicles shall incorporate all vehicle designations (e.g., vehicle number) into the design of the graphics on the side of the vehicle. Consider must be given to the scheduling of installation due to the fleet size. Wrapping shall be applied in the evenings during non-revenue hours and shall not cause the vehicles to be out of service for more than four days, or the Advertiser may be assessed a \$1,500.00 "Out of Service" fee for each day beyond four days for which the vehicle is out of service. The DTC reserves the right to schedule wrapping of vehicles and to refuse a wrapping design that is considered objectionable as determined by the DTC.



#### **Vehicle Advertising Requirements**

- 10. The Advertiser shall provide four weeks' written notice to the DTC Marketing Department of the date on which it wishes to commence vehicle wrapping. The average timeframe for vehicle wrapping is as follows:
- Layout of the Advertising Design Must be submitted to the DTC at least 30 days prior to commencement of the application.
- Revision/Approval of Design by the DTC Three weeks prior to commencement of the application.
- Printing of the Design Two weeks prior to commencement of the application
- Application of the Design Minimum 10 days prior to showing date.
- 11. No layering of advertisements shall be permitted. This means that the previous display <u>must</u> be removed before application of a new display. "Decal" effects shall be permitted for an overlay application in order to extend the duration of the design. Decals shall be constructed from the same vinyl material as the original wrap and shall use a temporary adhesive.

#### **Vehicle Car Displays**

Top-of-mind awareness and brand resonance are immediate with the use of display advertising within Detroit People Mover vehicles. Captive audiences enjoy and appreciate the information provided by the four-color vibrancy of illuminated, back-lit overhead cards and poster end cards on each vehicle.

Design Specifications for Interior Car Card Advertising

File Type: PDF, TIFF, PSD, AI, CDR, JPEG / File Size: Minimum 300 DPI

#### **Design Suggestions**

- Because of the train's design, consider the placement of important text messages.
   Handrails can visually bisect the view of your graphics; Place important text at the top or the bottom of your ad, large enough to be read from six to eight feet away.
- Colors should be bright and eye catching. Subdued colors have a tendency to look washed out when backlit.
- For best results, create files **at size** in PDF. The size of the interior car cards are 11" h x 49" w (side panel) or 11"h x 46.5" (door panel). Poster end cards are sized at 18" x 24".



#### **General Contract Terms**

The agent placing advertising on behalf of the Advertiser named on the face of this contract ("Advertiser") and the Detroit Transportation Corporation ("Company") accepting this contract to provide advertising in and about the Detroit People Mover System rail vehicle, herby agree that this contract shall be governed by the following conditions:

#### ADVERTISING SERVICE

- A. Company shall install the advertising displays furnished by Advertiser on the locations and dates scheduled on the face of this contract. Company agrees to maintain the displays in good condition and promptly replace soiled or defaced displays with extra material furnished by the Advertiser for that purpose. Advertisers should have full display 30 days from average date of installation.
- B. Installation should be completed within 5 working days following scheduled carding or posting date.

#### ADVERTISING DISPLAY MATERIAL

- A. Advertiser will provide advertising display materials at places designated by Company, shipping charges prepaid, at least 5 calendar days prior to installation date.
- B. Any advertising display material (used or unused) will be disposed of by Company upon completion of the schedule called for in this contract, unless written instructions to do otherwise are received from the Advertiser provided, however, the Advertiser shall be responsible for any costs (e.g., shipping) associated with any such written instructions.
- C. Company and any third party, which controls the display locations, shall have the right to reject any advertising material submitted by Advertiser.
- D. Company shall not make any alteration in advertising materials without the written consent of Advertiser.

#### TERMS OF PAYMENT

- A. Advertiser agrees to pay for the advertising service covered by this contract and Company agrees to hold Advertiser solely liable for payment (unless otherwise stated on the face of contract).
- B. Invoices for service shall be rendered immediately with payment due no later than 30 days from the receipt of invoice.

#### 4. RATES

All rates and adjustments shall be computed on the basis of 30 days to the month. Rates are non-commissionable.

# 5. CANCELLATION AND LOSS OF SERVICE

- A. Neither party may cancel during the contracted period. However, should a loss of service occur the Company would extend the contract period accordingly.
- B. If the advertising or sale of the product or service to be advertised under this contract is prohibited by law or government regulation, this contract shall terminate as of the effective date of such law or regulation without short rate charge.



#### **General Contract Terms**

C. If there is any delay or failure by the Company to perform hereunder as the result of force majeur, labor dispute, law, government action or order (including termination of transit franchise), or any other similar or dissimilar cause beyond the Company's reasonable control, Company shall immediately notify Advertiser. This shall not constitute a breach of contract, but Advertiser shall be entitled, at its election, to either an extension of service, additional service, or credit in accordance with the Company's standard policies in such instances and all on a pro rated basis.

#### GENERAL

- A. Company shall retain exclusive control and supervision over the installation, maintenance and removal of the advertising displays and over the locations on which they are displayed and shall pay all taxes, if any, except sales and use taxes which may be applicable to the ownership or control of such locations or the display of advertising materials thereon.
- B. Company agrees to hold Advertiser harmless against all liability, including all claims, demands, debts, obligations or charges, together with reasonable attorney's fees and disbursements (all hereinafter referred to as "liability") arising out of the installation, maintenance or removal of advertising displays, except to the extent that such failure results from force majeur as defined in paragraph 5C. Advertiser similarly agrees to hold Company, transit advertising operator and transit company harmless against all liability arising out of the content of the advertising material furnished by the Advertiser or the conduct of Advertiser's employer, and/or servants in connection therewith.
- C. This contract is made and shall be construed in accordance with the laws of the State of Michigan. Any amendments to this contract must be in writing and signed by both parties.

# COPYWRIGHT NOTICE

Any advertising Advertiser is authorized to use this copyrighted form on color stock. Such authorization is a privilege, however, which may be withdrawn in any individual case if it should be reported that the form is being used to deceive or mislead media, or to help perpetrate a fraud on the public, or for other illegal purpose, or to the detriment of advertising.

Any medium also is authorized to use this copyrighted form in dealing with advertising agencies. Any changes in the copyrighted Conditions must be clearly and conspicuously noted on the face of the form Copyright 1971, American Association of Advertising Agencies, Inc.

