



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** September 23, 2014

From: Kathie Martin **Item No:** 12
Marketing and Public Affairs Officer
Public Information Department

Subject: BUS SHELTER ADVERTISING PROGRAM

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

That the Town Council approve the fees and procedures for the new bus shelter advertising program.

SUMMARY:

Staff has developed policies and fees to administer a bus shelter advertising program. The full program packet is attached, and the recommended fees per panel, per month are as follows, with savings offered for longer contracts:

1 month	\$350
3 months	\$325
6 months	\$315
9 months	\$295
12 months	\$275

Installation fee: \$50 per panel

The first two shelters equipped for advertising have been installed. One is on Jess Ranch Parkway, south of Bear Valley Road and the other on Apple Valley Road, south of Bear Valley Road. Both are high visibility shelters serving the Jess Ranch Marketplace area.

In an exchange for service, the Apple Valley Air Show event coordinator Susan Newman, who also does professional graphic design, developed our collateral material to help market the program and, in exchange, we have provided her one panel at each of the first two locations to advertise the air show. The remaining ad panel style shelters are in our possession and will be installed over the coming weeks. Staff will be conducting a campaign to sell these spaces, as well as taking advantage of some locations to advertise Town programs and services. Unused panels will have a professionally made "Your Ad Here" solicitation.

The program will be managed through the office of Joseph Moon, Environmental and Transit Services Manager, with support as needed by Public Information staff.

BACKGROUND:

The bus shelter advertising program is in response to Town Council adoption of Ordinance 456 on February 11, 2014, amending various sections of Development Code 9.74. In particular, section 9.74.060 (W) creates an exemption for "All signage located within any public park or public facility, including bus stop shelters, subject to the Town's Display Advertising Policy."

FISCAL IMPACT:

If applicable.



Bus Shelter

ADVERTISING IN THE TOWN OF APPLE VALLEY

Reach thousands of potential customers on a daily basis with a Bus Shelter Advertisement in the Town of Apple Valley, the premier community in the High Desert of Southern California.

WHY CONSIDER BUS SHELTER ADS?

- High profile/high traffic locations
- Two panels available per shelter
- Monthly and long-term contracts available
- Target demographics by area
- Reach pedestrians, drivers and bus passengers
- 340,000 riders annually, just in Apple Valley



Town of Apple Valley

For more information, please call (760) 240-7000, ext. 7522, or email AVads@applevalley.org.



Bus Shelter

ADVERTISING IN THE TOWN OF APPLE VALLEY

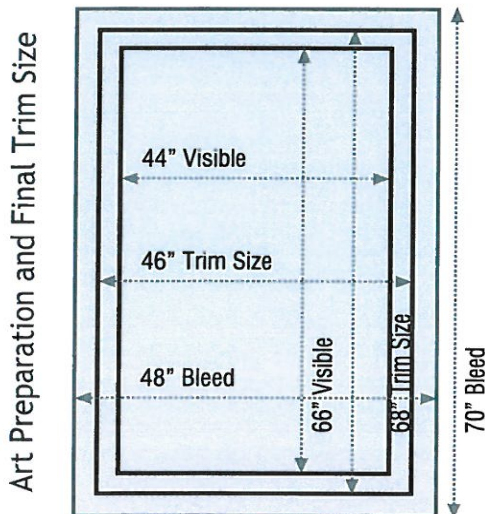


Town of Apple Valley

Select your desired locations and start reaching your audience today!

- 1 East side of Jess Ranch Pkwy, South of Marketplace Dr - N & S
- 2 South side of Bear Valley Rd, East of Reata Rd - E & W *
- 3 West side of Apple Valley Rd, North of Target - N & S
- 4 South side of Bear Valley Rd, East of Apple Valley Rd - E & W *
- 5 North side of Bear Valley Rd, West of Navajo Rd - E & E *
- 6 North side of Quinnault Rd, adjacent to Post Office (Main AV Hub) - N & S *
- 7 East side of Dale Evans Pkwy, adjacent to Town Hall and Library - N & S *
- 8 West side of Bass Hill Rd, across from Super Target - N & S *
- 9 East side of Kasota Rd, adjacent to St Mary's Hospital - N & S *
- 10 West side of Apple Valley Rd, North of Highway 18 - N & S *
- 11 South side of Highway 18, adjacent to Albertson's.*

* Coming soon. Call us for new locations.



Monthly Rates Per Location, Per Side.

Contract	Mo. Rate	Total
1 Month	\$350	\$350
3 Months	\$325	\$975
6 Months	\$315	\$1,890
9 Months	\$295	\$2,655
12 Months	\$275	\$3,300

Please add \$50 for each individual board, per side, for installation.

Bus Shelter Advertisement prices above are for the space only. Client must provide ready-to-install advertisement. Please see art preparation guidelines before providing final boards.

Please refer to Town of Apple Valley Bus Shelter Advertising Terms and Conditions for more information.

Reserved space must be paid in full at time of contract.

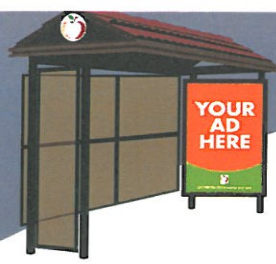
Bus shelter advertising rates do not include art production. Please contact the printer of your choice for assistance as needed.

Final trimmed size is 46" wide by 68" tall, with 44" by 66" visible. For best results, we recommend a minimum of 540 dpi on bright white corrugated plastic, and to leave your printer a one-inch bleed on each side to avoid trimming the image. See diagram for details.

Please provide a digital proof to the Town prior to printing, to insure compliance with our advertising policy. Please refer to Terms and Conditions for more information. All ads must include the statement: "The views expressed in this advertisement do not necessarily reflect the views of the Town of Apple Valley or the Victor Valley Transit Authority."

Ready-to-install ads must arrive a minimum of seven business days before scheduled installation date.

www.applevalley.org | For more information, call (760) 240-7000 x 7522, or email AVads@applevalley.org.



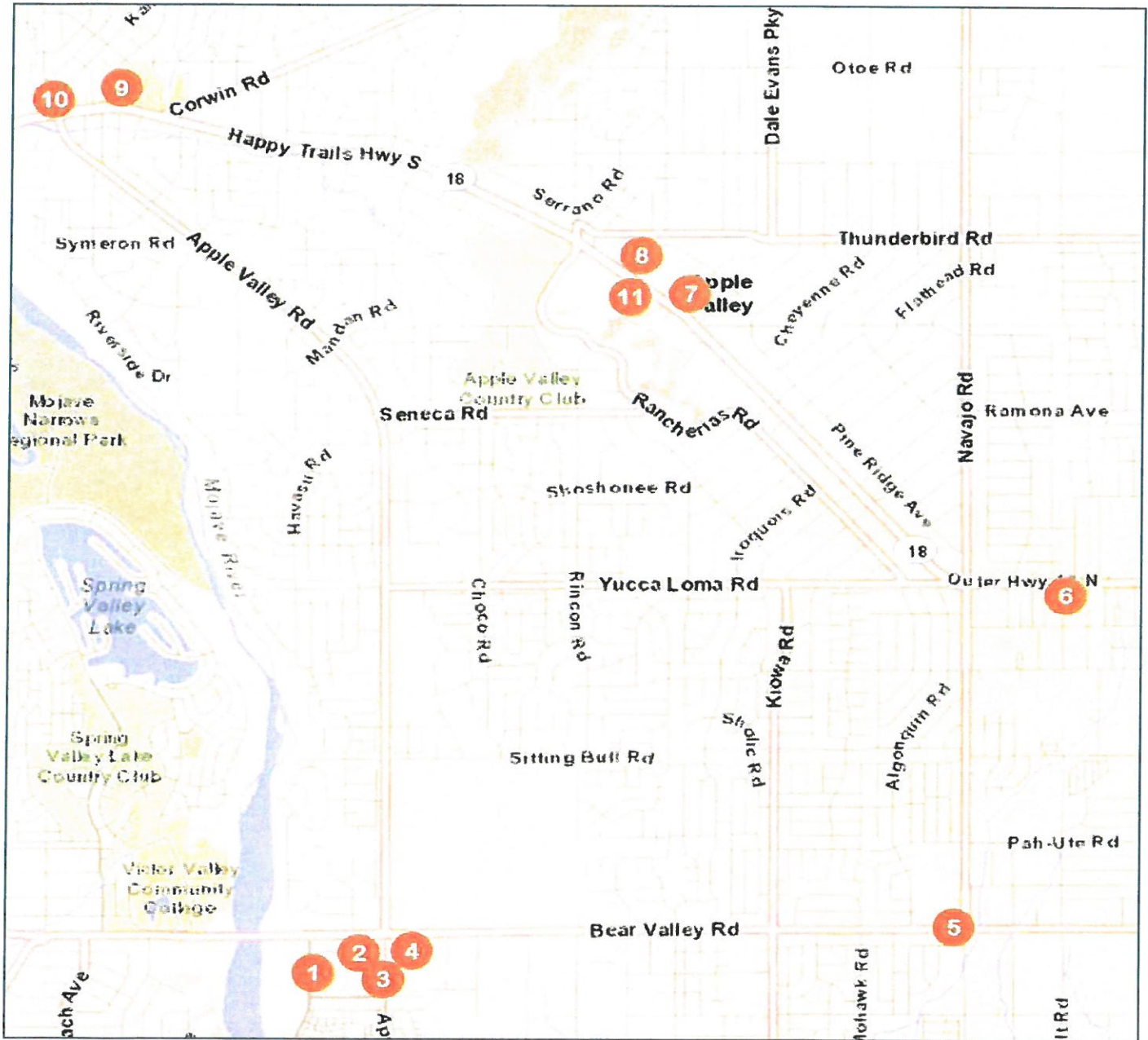
Bus Shelter

ADVERTISING IN THE TOWN OF APPLE VALLEY



Town of Apple Valley

Located throughout the Town of Apple Valley, bus shelter ads reach thousands of High Desert viewers.



www.applevalley.org | For more information, call (760) 240-7000 x 7522, or email AVads@applevalley.org.



Town of Apple Valley

Bus Shelter

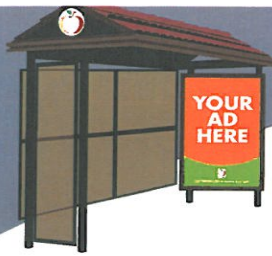
ADVERTISING IN THE TOWN OF APPLE VALLEY

TERMS AND CONDITIONS

1. The Advertiser agrees and understands that by execution of this agreement, advertising space has been reserved in the Town of Apple Valley bus stop shelter ad panel. In the event that the Advertiser does not deliver the necessary materials to the Town by the deadline provided in this contract, the Advertiser will not have material installed on the scheduled date and the space will become available to other advertisers.
2. The Advertiser agrees to comply with the advertising specifications as set forth by the Town. Cost of installation is included into the fee schedule, however, graphic design and printing services are not available.
3. All advertising must be in compliance with the Town of Apple Valley advertising policy and must be approved and signed off by the Town of Apple Valley before production of the advertisement. Please see attachment.
4. The Town of Apple Valley does not accept advertisements that contain political, religious, sexual, violent, alcohol, or drug-related messages. The policies can be viewed at Town of Apple Valley Environmental & Transit Services, 14975 Dale Evans Pkwy, Apple Valley, CA 92307, or online at www.applevalley.org. The Town reserves the right to reject any and all advertisement requests.
5. All advertisements must include the following, **"The views expressed in this advertisement do not necessarily reflect the views of the Town of Apple Valley or the Victor Valley Transit Authority."**(Required font Arial and size 10 points.)
6. Due to the size of the advertisement, we require the overall size of the advertisement should be 46" x 68", but the area that is visible to the audience is 44" x 66". We recommend 4mm Corrugated Plastic Boards. Contact a printer of your choice for the file types they will accept.

Submittal of digital proof to the Town of Apple Valley is recommended to insure compliance with Terms and Conditions. The Town is not responsible for cost of produced signs that are deemed unacceptable.
7. Advertising space must be purchased in monthly increments. There is a \$50 mounting fee per panel. Non-profits and government agencies are eligible for a 15% discount off of the monthly rate.
8. A deposit to secure the selected ad panel is due upon signing the advertising contract. Failure to submit the remaining balance as agreed upon in the contract will result in possible forfeiture and removal of the advertisement.
9. For every advertisement on display for only one month, full payment is required in advance and must be paid to the Town of Apple Valley before the day the advertisement is delivered for installation.
10. For every advertisement on display for more than one month, a deposit equal to one month is required. Succeeding payments must be received by the Town of Apple Valley, one week before the next month commences. You will not be invoiced by the Town of Apple Valley and you will be responsible for timely submittal of payment.
11. It is the advertiser's responsibility to deliver ads at least 7 business days before the installation date to the Town of Apple Valley Environmental & Transit Services, 14975 Dale Evans Pkwy, Apple Valley, CA 92307.

www.applevalley.org | For more information, call (760) 240-7000 x 7522, or email AVads@applevalley.org.



Town of Apple Valley

Bus Shelter

ADVERTISING IN THE TOWN OF APPLE VALLEY

TERMS AND CONDITIONS

12. Loss of ad space due to failure to furnish advertisements is the fault of the Advertiser. Installation delay on the Town's part is not a breach of contract and shall result in pro rata credit or service extension.

13. Should the advertiser's panel be damaged, defaced, mutilated or spoiled by reason of storm, vandalism, ordinary wear and tear, removal, or any other cause, or if lost or stolen, replacement copy shall be furnished by the Advertiser upon the Town's request, without liability or expense to the Town.

14. The Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted and displayed pursuant to this contract. Advertiser shall indemnify and hold harmless the Town from and against any and all liability claims and/or litigation, and for related costs and damages to which it may be subjected, and as a result of the advertising material displayed for any reason or basis.

15. The Advertiser agrees that if the Town shall cease to have the right to display advertising copy in or on any of the location(s) included in this contract, the Town shall have the right to discontinue display service at said location(s), without prejudice to this Contract as to the remainder. In such case, the Advertiser shall be given credit pro rata for the omitted service.

16. The Town shall not be liable for any damages for any failure to display an advertisement.

Advertiser's sole remedy for failure by the Town to display advertising shall be a prorated refund of the cost of such advertising.

17. The Town of Apple Valley shall not be held responsible for unused advertisement or copy.

18. This contract is not assignable by the advertiser, nor may the subject of the advertising be changed.

19. If this is a renewal or extension display agreement, it is agreed that the display shall have been considered to have been installed on the day immediately following the expiration of the previous display agreement.

a. Advertiser is to provide succeeding payments at least one week before the scheduled removal date.

b. Failure to submit payment for renewals and extensions shall be considered a cancellation of contract and will result in removal of the panel.

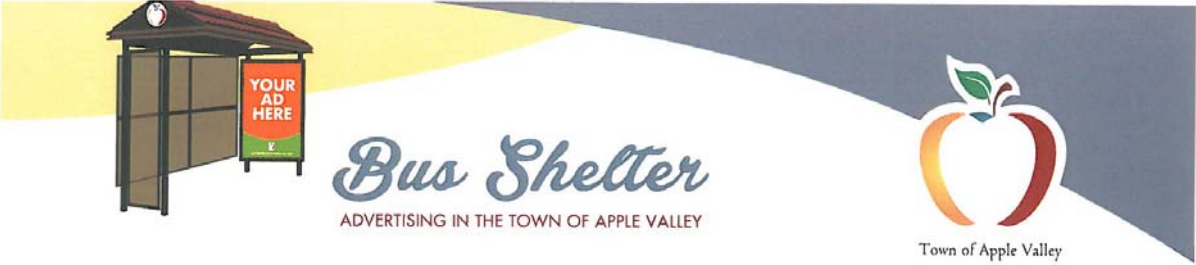
20. The Town reserves the right to cancel this contract at any time upon default by the Advertiser in payment or other breach, or in the event of any material violation on the part of the Advertiser. Upon cancellation, all advertising fees incurred hereunder will be due and non-refundable.

21. Either party may cancel this contract for any reason without prejudice after completion of any month's service by giving at least thirty days written notice.

22. No changes or additions to these stated Terms and Conditions shall be binding on the Town and any attempt to alter these Terms shall be treated as a request only.

Last Updated: 08/04/2014

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ADVERTISING APPLICATION AND CONTRACT

Complete and submit this application for approval prior to printing advertising. Return contract and payment via the contact information at the bottom of this application.

BUSINESS NAME _____
 MAILING ADDRESS _____
 REPRESENTING ADVERTISER / PROJECT NAME _____
 CONTACT PERSON _____
 PHONE _____ CELL _____
 EMAIL ADDRESS _____ FAX NUMBER _____

AUTHORIZATION: By signing below, I hereby agree to the terms and conditions outlined in this contract and hereby authorize the Town of Apple Valley to display and maintain advertising specified in accordance with the Terms and Conditions of this contract.

Name (Print) _____ Title _____
 Signature _____ Date _____

List your desired bus shelter location(s).

LIST DESIRED LOCATION(S)	LIST DESIRED FACING	START DATE	END DATE	TOTAL MONTHS	CONTRACT RATE	INSTALL FEE*	TOTAL
_____	Both	__/__/__	__/__/__	_____	\$ _____	\$ _____	\$ _____
_____	Both	__/__/__	__/__/__	_____	\$ _____	\$ _____	\$ _____
_____	Both	__/__/__	__/__/__	_____	\$ _____	\$ _____	\$ _____
_____	Both	__/__/__	__/__/__	_____	\$ _____	\$ _____	\$ _____
_____	Both	__/__/__	__/__/__	_____	\$ _____	\$ _____	\$ _____
_____	Both	__/__/__	__/__/__	_____	\$ _____	\$ _____	\$ _____

Pay in person by cash or credit card, or, make checks payable to Town of Apple Valley and return to the Town of Apple Valley Environmental & Transit Services, 14975 Dale Evans Pkwy, Apple Valley, CA 92307. Application must be submitted for processing and approval of advertisement prior to printing advertisement. For more information, call (760) 240-7000 x7522 or email AVads@applevalley.org.

TOTAL BOARDS

Bus Shelter Advertising monthly rates per location, per side/board.

Contract	Monthly Rate
1 Month	\$350
3 Months.....	\$325
6 Months.....	\$315
9 Months.....	\$295
12 Months.....	\$275

SUB-TOTAL	\$ _____
DISCOUNTS	\$ _____
TOTAL DUE	\$ _____
PAID DEPOSIT	\$ _____
BALANCE DUE	\$ _____

*INSTALLATION FEE \$50 PER PANEL. FOR AD RELOCATION FROM ONE PANEL LOCATION TO ANOTHER, AFTER INITIAL INSTALL, A \$50 FEE WILL APPLY.

FOR INTERNAL USE ONLY

Business License # _____ Contract Installation Date(s) _____
 License Expiration: _____ Contract Removal Date(s) _____
 Payment Confirmation: Cash \$ _____ Check No. _____ \$ _____
 CONTRACT APPROVAL DATE _____ ARTWORK APPROVAL DATE _____

PRINTED IN THE USA ON RECYCLED PAPER.