

## \*\*\*ADDENDUM ONE\*\*\* RFP to Provide Transit Advertising Sales July 29, 2024

The following are answers to questions received by GATRA since the issuance of the Request for Bids.

1. Please provide the ad revenues generated and billed to advertisers by the current contractor in years 2022 and 2023 and the amount of those revenues paid to GARTA?

2022		2023		
<b>Total Billings</b>	<b>Total Rev Share</b>	<b>Total Billings</b>	<b>Total Rev Share</b>	
\$64,975.00	\$38,985.00	\$44,495.00	\$26,697.00	

- 2. Does the current contractor have a minimum annual guarantee or just % sharing? There is no minimum guarantee
- 3. Can you provide a copy of the current agreement with the current contractor for the current contract period. See attached contract and contract amendment.

List of Attachments: Original Advertising Contract

**Contract Amendment** 

## TRANSIT ADVERTISING AGREEMENT

THIS AGREEMENT, made and entered into this \( \sum\_{\text{day}} \) day of August, 2007, by and between the GREATER ATTLEBORO TAUNTON REGIONAL AUTHORITY (GATRA), having its principal office at 10 Oak Street, 2<sup>nd</sup> Floor Taunton, MA 02780, hereinafter referred to as the "Authority", and Direct Media, Inc., with its principal office located at 53 Plain Street, Braintree, MA, hereinafter referred to as "DMI".

GRANT OF RIGHTS: The Authority hereby grants DMI, sole exclusive advertising rights to the interior and exterior of the GATRA bus system. This advertising agreement will commence the 1<sup>st</sup> day of August, 2007 and terminate the 30<sup>th</sup> day of June, 2010, subject to the mutual annual renewal of said advertising program. This agreement will renew on an annual basis unless one party notifies the other party within sixty days of annual renewal of said agreement.

<u>COMPENSATION</u>: DMI hereby agrees to pay and the Authority agrees to accept as payment under this Agreement, the following revenue payments:

- a. Sixty (60) percent of net collected sales, for the period August 1, 2007 through June 30, 2010 and any subsequent option periods.
- b. Said payments are on collections and are to be made monthly on or before the twenty-fifth (25<sup>th</sup>) of each month. Along with a monthly sales report and new contracts for the preceding month.

All advertisements shall be of reputable character and advertisements of an objectionable nature shall, at the written request of the Authority, be immediately removed. Advertising of alcohol and tobacco products and anything political in nature will not be permitted on the Authority's vehicles.

DMI shall have full control of the rates and prices to be charged for the advertising and the terms, conditions and manner of payment by advertiser.

The Authority shall supply and use reasonable care for the protection of advertising frames.

Upon termination of this contract by expiration, DMI shall assign and transfer to the Authority all contracts for advertising on buses, and such contracts shall thereupon become the property of the Authority or its assigns. The Authority or its assigned sales representative shall pay to DMI a 20% sales commission on existing advertising contracts in place upon termination of said agreement.

Written notice shall be given to the parties at the following addresses:

- (1) Greater Attleboro Taunton Regional Transit Authority 10 Oak Street, 2<sup>nd</sup> Floor Taunton, MA 02780
- (2) Direct Media, Inc. 53 Plain Street, Suite 7 Braintree, MA 02184

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers of the day and year above written.

GREATER ATTLEBORO TAUNTON REGIONAL TRANSIT AUTHORITY

DIRECT MEDIA, INC.

Francis J. Gay, Administrator

Date

Mark Geden, Managing Partner

Date



## AMENDMENT TO TRANSIT ADVERTISING AGREEMENT BETWEEN THE GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY AND DIRECT MEDIA, INC./dba VECTOR MEDIA INC.

This Amendment to the Contract is made this ist day of July, 2024 between the Greater Attleboro-Taunton Regional Transit Authority, hereinafter referred to as "GATRA" and Vector Media Inc., hereinafter referred to as "Contractor".

- 1. It is agreed that the Contractor will provide the necessary service to GATRA's Transit Advertising program in accordance with the Contract between the parties dated August 1, 2007.
- 2. This Amendment to the Contract will be in effect between the period of July 1, 2024, and July 31, 2024, and shall not be renewed unless mutually agreed upon by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their duly authorized officers on the day and year first written above.

VECTOR MEDIA, INC.

Chad Silver, COO

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

Mary Ellen DeFrias, Administrator

## ADDENDUM ACKNOWLEDGMENT FORM

Proposer must sign the ACKNOWLEDGMENT FORM to indicate receipt of Addenda. Please list each Addendum received, sign, and submit this form with your proposal in order for your proposal to be accepted.

Acknowledgement of Addendum N	lo:		
Acknowledgement of Addendum No: _			
Acknowledgement of Addendum No:			
Proposer's Signature		Date	
Name and Title	-		
	-		
Firm Name			