



Advertising Terms and Conditions

1. The Advertiser shall at its expense furnish the proper number of signs required to fulfill the contract. Signs must be delivered to DART in no less than seven (7) days prior to the date for posting. The Advertiser is responsible for all production expenses and shipping charges. DART will have all signs posted on the beginning date of the contract and removed on the last date of the contract.
2. The character, design, text and illustrations on advertising copy and the material used are subject to approval by DART and shall not infringe on any copyright, trade or service mark, title or slogan. In the event copy is rejected, Advertiser shall be responsible for providing an acceptable replacement or may appeal by filing a written request with the Advertising Review Committee, 620 Cherry St., Des Moines, IA 50309, within ten (10) business days after the rejection or removal decision.
3. Advertiser shall indemnify, defend and save harmless DART against any liability to which they may be subjected by reason of the advertising material displayed under this Contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees and expenses, in defending any such action or actions.
4. DART and the Advertiser accept this Contract subject to all state laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, DART reserves the right to terminate same, subject to the advertiser's appeal rights as outlined in DART'S advertising policy, but there shall be no short rate charge in the event such termination becomes final.
5. Loss of service due to strike, lockout, flood, fire, riot, loss of right to display in or on DART equipment for reasons beyond the control of DART, or delay in commencing service shall not constitute a breach of this order; but in the event of such loss of service, the Advertiser shall be entitled to additional service, or extension of the term of service, or to a refund equivalent to such loss.
6. DART 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 of any of the conditions herein named; and upon such cancellation, all payments for advertising or other charges under this Contract, and unpaid, shall become immediately due and payable. DART at its option may elect not to terminate this Contract, but consider the entire balance of payments to be made under this Contract accelerated and immediately due and payable.
7. Advertiser grants DART permission to promote DART's own business through the use of Advertiser's cards, posters or displays in any manner whatsoever.
8. **This contract shall not be binding on either party until artwork and contract is accepted by an officer of DART and upon acceptance shall constitute a contract between the parties.**
9. In the event the advertiser becomes a subject of any petition in bankruptcy or receivership, either voluntary or involuntary, or in the event of assignment for the benefit of creditors, the advertising company shall have the right to cancel this contract immediately. Whether under these circumstances or other circumstances, the advertiser agrees to pay reasonable attorneys' fees and other reasonable costs incurred in the collection of any past due balances of this contract.
10. This contract obligates the Advertiser to pay in advance of service. A delinquent charge of 1-1/2% per month (18% per annum) will be added to each month's billing not paid within 60 days of billing month.



11. All rates and adjustments are computed on the basis of thirty (30) days to the month.
12. DART shall not be held responsible for unused signs not called for by the Advertiser within ten (10) days after expiration of the Contract. If no notice is given, DART may dispose of such materials.
13. DART **will not display any advertisements that fall into the categories detailed below.** No advertisement posted on Des Moines Area Regional Transit Authority (“DART”) shall be in conflict with the following terms:
 - A. **Alcoholic Beverages.** DART will not accept advertisements and images soliciting or promoting the sale or use of alcoholic beverages.
 - B. **Tobacco Products.** DART will not accept advertisements and images soliciting or promoting the sale or use of tobacco products including, but not limited to, cigarettes, cigars and smokeless tobacco.
 - C. **Advertisements Affecting Image or Operation.** DART will not accept advertisements and images that threaten or adversely affect: the public image of DART; DART’S ability to operate its Transit Facilities; or DART’S ability to attract and maintain the patronage of passengers.
 - D. **False, Misleading, Deceptive or Disrespectful Advertising.** Advertising or any material or information in the advertising that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, including those related to pregnancy or child birth, affectional or sexual orientation, or any other characteristic protected under federal, state or local law.
 - E. **Unauthorized Endorsement.** Advertising that implies or declares that DART endorses a product, service, point-of-view, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which DART is an official sponsor, cosponsor or participant, provided DART’S General Manager or other designated representative gives prior written approval regarding the endorsement.
 - F. **Obscene or Offensive Material.** Advertising that contains obscene or offensive materials. “Obscene materials” means displays information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes, in a patently offensive manner, sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, or scientific value, or otherwise qualifies as “obscene material” as that phrase is defined in the Iowa Code section 728.1(5). “Offensive materials” means displays or information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions.
 - G. **Unlawful Goods or Services.** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
 - H. **Unlawful Conduct.** Advertising or any material or information in the advertising that: depicts, promotes or reasonably appears to encourage unlawful or illegal behavior or conduct, including unlawful behavior of a violent or antisocial nature; is libelous or an infringement of copyright; is otherwise unlawful or illegal; or is likely to subject DART to liability.
 - I. **Adult Entertainment.** Advertising that promotes or displays images associated with adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
 - J. **Graffiti.** Advertising that uses images or symbols that depict or represent graffiti.



- K. **Illegal Firearms and Weapons.** Advertising that contains images or depictions of illegal firearms or other weapons, or the unlawful use of firearms or other weapons.
- L. **Internet Addresses and Telephone Numbers.** Advertising that directs viewers to internet addresses or telephone numbers that contain materials, images or information that would violate these advertising standards if the materials, images or information were contained in advertising displayed or posted on DART Transit Facilities.
- M. **Distractions and Interference.** Advertising that incorporates or displays any rotating, revolving, or flashing devices or other moving parts or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic control device or motor vehicle regulation.
14. DART has the following **DISCLAIMER REQUIREMENTS** for the types of advertisements listed below. The Disclaimer must be placed on advertisements and be legible 5 ft. from advertisement.
- A. **Political Candidates.** On an advertisement that is authorized and paid for by a candidate or his/her campaign committee, the disclaimer must identify:
- Who paid for the message.
- B. **Political Candidate Advertisement Paid by a Different Party.** On an advertisement that is authorized by a candidate or his/ her campaign committee, but is paid for by another person, the disclaimer notice must:
- Identify who paid for the communication.
 - Indicate that the candidate authorized the message.
- C. **Political Advertisement Not For Political Candidate.** On an advertisement that is not authorized by a particular candidate or his/her campaign committee, the disclaimer notice must:
- Identify who paid for the message.
 - State that it was not authorized by any candidate or candidate's committee.
 - List the permanent address, telephone number or world wide web address of the person who paid for the communication.
- D. **Religious Oriented, Political Issue or Other Non-Commercial Issue Ads.** The disclaimer notice must:
- Identify who paid for the message.
 - List the permanent address, telephone number or world wide web address of the person who paid for the communication.
15. DART is an equal opportunity employer.
16. As used in this Contract the term "Advertiser" shall include Advertising Agency, or any other agent or licensee of Advertiser, as well as the Advertiser.
17. This contract is not assignable by the advertiser.
18. This Contract is non-cancellable unless otherwise noted.

