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| **DOTLOGO2** | **Rest Area Travel Publication**  **Distribution Agreement** |
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| This AGREEMENT is entered into as of       between      , hereinafter called the “Vendor” and the Illinois Department of Transportation (IDOT). | |
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| **RECITALS** | |
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| WHEREAS, the Vendor desires to distribute free travel related publications to the traveling public at the following interstate highway rest areas (subject to reasonable time, place, and manner restrictions):  and  WHEREAS, IDOT hereby imposes such restrictions and grants concessions to locate travel publication distribution boxes at certain interstate highway rest areas within the State of Illinois;  NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows: | |
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| 1. **GRANT OF DISTRIBUTION RIGHTS** | |
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| 1.1 Grant of Rights. Subject to the terms and conditions contained herein, IDOT grants to the Vendor the nonexclusive right to locate, operate, and maintain travel related publication distribution boxes for the purpose of distributing       at interstate highway rest areas open for public use within Illinois. | |
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| 1.2 Distribution Boxes. The distribution boxes covered by this Agreement will be of the standard       design used to distribute       as determined and modified from time to time by the Vendor. The overall dimensions shall not exceed 45” tall, 25” wide, and 20” deep. If future conditions require a change in design of distribution boxes, the Vendor, IDOT, and other concerned entities will confer and agree to adapt to a changed design. | |
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| 1. **LOCATION AND OPERATION OF DISTRIBUTION BOXES** | |
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| 2.1. Rest Areas. The Vendor shall notify IDOT in writing at the address in Article IV.4.2 of this agreement ten (10) days prior to the placement of any distribution boxes at the above mentioned interstate highway rest areas. The Vendor may, from time to time, remove and/or replace distribution boxes, provided that notice is given to IDOT within ten (10) days of the change. | |
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| 2.2. Location Within Rest Area. Distribution boxes shall be located such that they provide convenient publication access to travelers, do not interfere physically with access to other rest area facilities or vending machines and do not cause detrimental effects (either by their presence or use) to state property. Subject to the foregoing, distribution boxes will be located, attached and secured within each rest area in such places and by such methods as are approved by IDOT. | |
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| 2.3. Removal of Distribution Boxes by IDOT. Prior to IDOT’s removal of distribution boxes for any reason other than life, health, or safety dangers to any person, IDOT shall give the Vendor ten (10) days prior written notice setting forth a detailed explanation of the reason for the proposed removal or relocation and clarification of what conditions must be rectified (if possible) for the distribution box to remain in place. Failure by the Vendor to remove, relocated, or rectify said condition to IDOT’s approval within the ten (10) days will result in removal of the distribution box by IDOT. The Vendor shall have thirty (30) days from the initial notice to retrieve the distribution box from IDOT. If the Vendor fails to retrieve the distribution box within such thirty (30) day period, IDOT may dispose of the distribution box. | |

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| 2.4. Operation of Distribution Boxes. The distribution boxes shall be supplied, attached, secured, maintained, repaired, operated, and cleaned by the Vendor or designee. Distribution boxes shall be cleaned and kept free of graffiti. Distribution boxes which become discolored or rusted shall be replaced or repainted. The Vendor will place a decal on each distribution box identifying the person and place to call in the locale in the event of any operating difficulties or omissions in required maintenance. All uncirculated publications and other debris will be removed by the Vendor and will not be deposited in IDOT waste containers. Distribution boxes may be removed or caused to be removed by IDOT if the Vendor fails to remove outdated, undistributed publications and other debris or fails to prevent their publications from littering the rest areas. | | |
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| 2.5. Supply of Publications. The Vendor will restock the distribution boxes with current publications on a regular basis. Distribution boxes may be removed or caused to be removed by IDOT if the Vendor fails to restock with current publications for more than a one week period. | | |
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| 2.6. Delivery Vehicles. The Vendor will instruct its drivers not to use any highway median crossovers. | | |
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| 1. **TERM AND TERMINATION** | | |
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| 3.1. Term. This Agreement shall become effective upon execution by both parties and shall extend for a period of one year, unless sooner terminated as provided herein. Thereafter, this Agreement will renew automatically for additional one year terms unless the Vendor or IDOT gives thirty (30) days prior written notice of its intent not to renew this Agreement. | | |
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| 3.2. Termination for Default. If the Vendor materially defaults in the performance of this Agreement, IDOT may give written notice to the Vendor specifying in detail the nature and extent of the default. The Vendor shall have thirty (30) days thereafter to cure such default or to notify IDOT that it will not cure the default and whether it will seek judicial review of IDOT’s determination of default or enforcement of this agreement. If the Vendor chooses not to cure the default and chooses not to litigate, it shall notify IDOT in writing within thirty (30) days and IDOT may then declare this Agreement is terminated and the Vendor will cause its distribution boxes to be removed, subject to Section 3.3. below. If such default is not cured within such thirty (30) day period, IDOT may, by written notice, declare this Agreement in default. | | |
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| 3.3. Removal of Distribution Boxes Following Termination. For ten (10) days following expiration or termination of this Agreement for any reason, the Vendor shall have the right to remove its distribution boxes from rest areas covered by this Agreement. After such ten (10) day period, IDOT may remove the distribution box as specified in Article II.2.3 of this agreement. | | |
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| 1. **GENERAL PROVISIONS** | | |
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| 4.1. No Waiver. The Vendor, by its execution hereof, does not waive its right to challenge any enforcement or infringement of its rights. | | |
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| 4.2. Notices. Any notice to be given hereunder shall be in writing and shall be deemed given when delivered to a receipted courier for overnight or next business day delivery or sent by facsimile transmission or registered or certified mail, postage prepaid, to the party notified, addressed to such party at its address set forth below, or such other address as such party may have substituted by written notice to the other:  If to IDOT: Engineer of Operations  2300 South Dirksen Parkway, Room 009  Springfield, IL 62764  If to: | | |
| 4.3. Force Majeure. Neither party shall be liable for any delay in the performance of its obligations under this Agreement when such delay is directly or indirectly caused by events beyond such party’s reasonable control. | | |
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| 4.4. Assignment. This Agreement may be assigned by the Vendor to a parent, affiliate or subsidiary corporation, company or division. Except as expressly permitted by the preceding sentence, this Agreement shall not be assigned by either party without the prior written consent of the others. | | |
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| 4.5. No Prior Agreements. This Agreement supersedes any previous agreements or negotiations between the parties hereto, either expressed or implied, and shall not be modified or amended except by a writing signed by all parties. | | |
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| 1. **SIGNATURES** | | |
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| IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. | | |
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| Signature: |  |  |
|  | Vendor |  |
| Name: |  |  |
| Title: |  |  |
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|  | | |
| Signature: |  |  |
|  | Secretary of IDOT |  |

**Additional Instructions**

1. Applicant should follow dialog box in lower left hand corner of Microsoft Word application for guidance on what information is being requested for each fill in the blank box. Click on the fill in the blank box and a dialog will show up indicating required information (i.e. “Enter Vendor Name”).
2. Applicant must submit two signed copies of the completed agreement along with two copies of the most current publication they are seeking the agreement for.
3. Applicant should mail the above requested information to:

Engineer of Operations

2300 South Dirksen Parkway, Room 009

Springfield, Illinois 62764