



**MUNICIPALITY OF LAMBTON SHORES  
ADMINISTRATIVE POLICY**

**ADVERTISING POLICY – ARENAS & HURON SHORES AREA TRANSIT**

**POLICY NO.:**  
AD-CL-POL-018

<b>Responsible Dept.:</b> Corporate Services	<b>Effective Date:</b> June 19, 2023
<b>Author:</b>	<b>Next Review:</b>
<b>Approved by:</b> Director of Corporate Services	<b>Relevant Corporate Policy/By-law:</b>

**1 PURPOSE**

1.1 This policy provides guidelines and specifications for the advertising opportunities available at the Municipality of Lambton Shores, particularly at the Shores Recreation Centre, the Legacy Recreation Centre, and on transit vehicles operating with the Huron Shores Area Transit (HSAT), that are permitted by the Municipality of Lambton Shores to businesses and non-profit organizations.

**2 POLICY STATEMENT**

2.1 The Municipality of Lambton Shores welcomes and encourages advertising. All advertising shall be consistent with the Municipality of Lambton Shores' strategic plan and will not compromise or contradict any by-law or policy of the Municipality, or negatively reflect on the Municipality's reputation or public image.

2.2 The Municipality will not accept advertising of questionable taste or which is irritating in its content or method of presentation

2.3 Advertising must not condone any form of personal discrimination, including discrimination on a prohibited ground pursuant to the *Canadian Human Rights Act* and the *Province of Ontario's Human Rights Code*.

**3 DEFINITIONS**

3.1 Advertisement – is defined as any message (the content of which is controlled by the Advertiser, and approved by the Municipality), or proposed message, with the intent to influence HSAT riders', and arena users and guests' choice, opinion, or behaviour. Advertisements are paid announcements that aim to draw attention and persuade people to buy something.

3.2 Advertiser – is defined as the entity requesting the Municipality of Lambton Shores to post advertisements on HSAT operated vehicles, at the Shores Recreation Centre, or the Legacy Recreation Centre.

3.3 Advertising – is defined as the activity or profession of producing advertisements for commercial products or services.

3.4 Advertising Standards Canada – is defined as the not-for-profit Canadian advertising industry body committed to creating and maintaining

community confidence in advertising and to ensuring the integrity and viability of advertising through industry self-regulation.

- 3.5 Canadian Code of Advertising Standards - is defined as the Advertising Standards of Canada Code and is the advertising industry's principal instrument of advertising self-regulation in Canada administered by Advertising Standards Canada. The Advertising Standards Canada Code sets the criteria for acceptable advertising and forms the basis upon which advertising is evaluated in response to consumer, trade or special interest group complaints.
- 3.6 HSAT – is defined as the Huron Shores Area Transit System.
- 3.7 HSAT Property – is defined as all lands, facilities, structures, stations, and vehicles owned, leased, occupied, maintained or operated on behalf of HSAT.
- 3.8 Municipality – is defined as the Corporation of the Municipality of Lambton Shores
- 3.9 Operator – is defined as the contractor and their employees operating the service through a contract with the Municipality of Lambton Shores.
- 3.10 Service Area – is defined as the communities served with transit stops including the Municipality of Lambton Shores

#### **4 GUIDELINES**

- 4.1 Advertising will be limited to legitimate business interests or non-profit organization promotions. Political advertising or promotion of specific interests or issues is not permitted.
- 4.2 Contracts will run from September 1 to August 31 of the calendar year. One, three, and five year contracts are available.
- 4.3 Space is available on a first-come, first-served basis.
- 4.4 All board signs are in prime locations, and are equally visible to the public. The location of board signs placement is at the discretion of the Community Services Department.
- 4.5 All advertisement designs must be approved by Corporate Services in collaboration with Community Services and Finance Services prior to going into production.
- 4.6 The advertiser is responsible for the production and delivery of the advertisement. All costs involved in this are also the responsibility of the advertiser.

- 4.7 The advertiser may use the sign company of their choice however the municipality's specifications must be followed.
- 4.8 Some or all advertising may be covered during special events. The advertiser will not be compensated for any lost exposure time during this time.

## **5 SPECIFICATIONS - ARENAS**

### **5.1 Board Advertising**

The number of spaces along the ice surface that are available at each facility varies.

5.1.1 Advertisements shall be in the form of a board panel or removable sticker decal. Board panels must be less than 1/16 of an inch.

5.1.2 Board Advertising may vary in size, depending on the location of the as placement. Verify the size with Community Services staff before going into production.

5.1.3 The advertisement should have a 2-inch border left around the perimeter of the finished ad in case staff are required to trim the ad to fit the location properly. This will ensure the design is not compromised.

### **5.2 Bench Door Advertising**

Six doors in total at each arena are available:

5.2.1 Advertisements shall be in the form of a board panel or removable sticker decal. Board panels must be less than 1/16 of an inch.

5.2.2 The maximum size of the advertisement cannot exceed 2.5 feet by 2.5 feet.

5.2.3 The advertisement should have a 2 inch border left around the perimeter of the finished ad in case staff are required to trim the ad to fit the location properly. This will ensure the design is not compromised.

### **5.3 Ice Resurfacer**

Three ad spaces available on each ice resurfacer. There is one ice resurfacer at each arena:

5.3.1 Advertisement shall be in the form of a removable sticker decal only.

5.3.2 The maximum size of the advertisement cannot exceed 2 feet by 6 feet. Community Services staff must be contacted for the exact size that is available.

#### 5.4 Ice Surface

Space is limited to four advertisements per arena. Space will be offered to contracted ice users first followed by businesses and non-profit organizations:

5.4.1 Content is limited to the business or non-profit organization logo.

5.4.2 The maximum size of the logo cannot exceed 16 feet by 7 feet.

5.4.3 Community Services staff will need to be consulted on ice surface advertisement prior to production

#### 5.5 Score Clock

Two spaces are available at the Legacy Recreation Centre only. Spaces are on the old score clock that is now used as a real-time clock:

5.5.1 Advertisements shall be in the form of a board panel or removable sticker decal. Board panels must be less than 1/16 of an inch

5.5.2 The maximum size of the advertisement cannot exceed 4 feet by 4 feet.

5.5.3 The advertisement should have a 2 inch border left around the perimeter of the finished ad in case staff are required to trim the ad to fit the location properly. This will ensure the design is not compromised.

## 6 SPECIFICATIONS – HSAT

### 6.1 Advertising

The Municipality will only accept advertising that does not, in the opinion of the Municipality, disparage any Municipal service or promote a product by drawing a negative comparison with a Municipal service, or discourages the use of public transit.

In Keeping with the Canadian Code of Advertising Standards, in all cases, advertising shall not:

- Demean, denigrate, or disparage any identifiable person, group or persons, organization, profession, product or service, or attempt to bring them into any public contempt or ridicule;
- Undermine human dignity, or display obvious indifference to, or encourage, gratuitously and without merit, conduct or attitudes that offend the standards of public decency among a significant segment of a population; and,
- Appear in a realistic manner to exploit, condone or incite violence, nor appear to condone, encourage or exhibit obvious indifference to unlawful behaviour.

Although the Municipality is guided by the Canadian Code of Advertising Standards, the Municipality is the sole and final arbiter in all matters relating to advertising acceptance. The Municipality may refuse, or order removal of any advertising material at any time at its absolute discretion.

## 6.2 Disagreement

The following process shall be applied in cases of disagreement between the Municipality and a potential advertiser:

6.2.1 Potential advertisers shall deal with the Municipality directly, and the Municipality shall interpret the policy.

6.2.2 A contract must be signed with the Municipality before the advertising on HSAT property takes place. In cases where the content of the ad is in dispute, the contract will be signed “subject to approval” by the Municipality;

6.2.3 Should a change in policy be requested or a question of policy interpretation be raised by potential advertisers, the Municipality may become involved, at its discretion. The Municipality continues to be the sole and final arbiter in all matters relating to Municipal advertising acceptance.

6.2.4 Tobacco and Vaping product advertisements are not acceptable. Any displays depicting the use of tobacco and vaping or consumption of tobacco or vaping products shall be refused.

6.2.5 The Municipality agrees that advertising is to be accepted based on all current or future policies of acceptable advertising and the Municipality shall not be held responsible for any loss of advertising business as a result of any changes it shall make in its policy regarding the acceptability of certain types of advertising or individual advertisements.

6.2.6 Advertisements of alcoholic products may be accepted so long as permitted by law whether Federal, Provincial or Municipal or the Alcohol and Gaming Commission of Ontario. Notwithstanding the above, the Municipality may at any time, with 90 days advance notice, alter its policy on the advertising of alcoholic products.

## 6.3 Complaints

6.3.1 A person wishing to make a complaint about an advertisement posted on HSAT Property may file the complaint with Advertising Standards Canada at [www.adstandards.com](http://www.adstandards.com). Should the Operator or the Municipality receive a complaint of an advertisement posted on HSAT Property, the Operator and the Municipality shall direct

the complainant to file the complaint with Advertising Standards Canada at [www.adstandards.com](http://www.adstandards.com)

6.3.2 In the event that Advertising Standards Canada determines that a complaint is not within its mandate to investigate, the complaint shall be referred to the Municipality for review to determine whether the advertisement at issue complies with the Guidelines for Acceptance as set out in this policy.

6.3.3 The Municipality shall have the right to reject or remove, any advertisement from Municipal Property at no cost to the Municipality.

#### 6.4 Service Disruptions

6.4.1 It is understood that best efforts are made to ensure vehicles are operating on the routes as much as possible. In the event of a vehicle with advertising is out of service for whatever reason, there will not be any refund provided.

#### 6.5 Advertising Terms

Advertisers must adhere to the following terms:

6.5.1 Advertising signs will comply with the specifications set forth by the Municipality.

6.5.2 All advertisements shall be approved by the Municipality prior to print.

6.5.3 The Advertiser will arrange for the production of their advertisement at their preferred supplier and provide the Municipality with the ready to use advertisement.

6.5.4 Approved ads will be installed by the Municipality.

6.5.5 Expired ads will be removed from their locations by the Municipality.

6.5.6 Advertising expiration dates will be in the terms of the contract. All contracts will have specified terms with a clear time limit.

6.5.7 Preference is to be given to local and small businesses in both pricing and scheduling for placement of ads on HSAT vehicles.

6.5.8 The Municipality reserves the right to schedule advertising space for its own purposes to promote services and public messages as the Municipality feels necessary.

## 7 INSTALLATION

- 7.1 The Municipality is responsible for the installation of all boards, bench, ice surface, score clock, media box, and HSAT advertising.
- 7.2 The installation of advertising on the Ice Resurfacing machine will be the responsibility of the advertiser and will be installed at the advertiser's expense.
- 7.3 Arenas - The Municipality will supply the "Lexan" cover, and will be responsible for installing the board sign. The Municipality will replace, as its expense, any "Lexan" panel deemed unsuitable as a result of damage through regular scheduled activities at the facility.
  - 7.3.1 "Unsuitable" refers to a cover that is cracked or marked in such a way as to hinder the reading of the advertisement. This is at the discretion of the Community Services Department.
- 7.4 Installation will only take place once the payment has been received.

## **8 REMOVAL**

- 5.1 The Municipality is responsible for the removal of all advertising when the term of the contract ends and the advertiser does not wish to renew the contract; or if the advertiser wishes to change their existing advertisement; or if the contract is terminated because the business closes.
- 5.2 The Municipality will not be held liable for any damage that may occur to the advertisement during the removal process.

## **9 FINANCIAL**

- 9.1 The advertiser agrees to pre-pay for their ad space, per the fee schedule. For the multi-year contracts, the advertiser will be invoiced annually in July with a due date of August 31. If the account remains unpaid after August 31, a penalty will be charged. If the account remains unpaid after 60 days, the sign will be removed.
- 9.2 Annual contracts will be from September 1 to August 31 the following year. All contracts will begin September 1.
- 9.3 In the event that a business closes during the term of a multi-year agreement, the sign may be removed and the contract cancelled.

## **10 POLICY REVIEW**

- 10.1 This policy is reviewed annually by Corporate Services Department

## **11 RELEVANT LEGISLATION**

- 11.1 *Canadian Human Rights Act*
- 11.2 *Province of Ontario's Human Rights Code*

## 12 APPROVAL

Director of Corporate Services	Date
Amended/Modified/Replaced	Date: June 19, 2023





THE MUNICIPALITY OF  
**LAMBTON SHORES**

**Arena Advertising Agreement**

**BETWEEN**

THE MUNICIPALITY OF LAMBTON SHORES COMMUNITY SERVICES DEPARTMENT  
 (The Municipality)

AND

\_\_\_\_\_ (The Advertiser)

Please indicate, in the appropriate box below, the preferred length of term and type of ad:

<b>The Shores Recreation Centre</b>	
<i>Arena Board Advertising</i>	Fees and Charges as per By-law
<input type="checkbox"/> One-year term	
<input type="checkbox"/> Three-year term	
<input type="checkbox"/> Five-year term	
<i>Bench Door Advertising (per door)</i>	
<input type="checkbox"/> One-year term	
<input type="checkbox"/> Three-year term	
<input type="checkbox"/> Five-year term	
<i>Ice-Resurfacers Advertising</i>	
<input type="checkbox"/> One-year term	
<i>Ice Surface Advertising</i>	
<input type="checkbox"/> Five-year term	

<b>The Legacy Recreation Centre</b>	
<i>Arena Board Advertising</i>	
<input type="checkbox"/> One-year term	
<input type="checkbox"/> Three-year term	
<input type="checkbox"/> Five-year term	
<i>Bench Door Advertising (per door)</i>	
<input type="checkbox"/> One-year term	
<input type="checkbox"/> Three-year term	
<input type="checkbox"/> Five-year term	
<i>Score Clock Advertising</i>	
<input type="checkbox"/> Five-year term	
<i>Ice-Resurfacers Advertising</i>	
<input type="checkbox"/> One-year term	
<i>Ice Surface Advertising</i>	
<input type="checkbox"/> Five-year term	

On behalf of the company, I have read the policy for the arena advertising, and agree to abide by the terms and conditions.

**Billing Information (please print):**

Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Number: \_\_\_\_\_

\_\_\_\_\_  
Signature: Advertiser Authorized Person

\_\_\_\_\_  
Print Name: Advertiser Authorized Person

\_\_\_\_\_  
Date

**Accepted and approved by Lambton Shores**

\_\_\_\_\_  
Name and Office

\_\_\_\_\_  
Signature



THE MUNICIPALITY OF  
**LAMBTON SHORES**

**HURON SHORES AREA TRANSIT ADVERTISING AGREEMENT**

**BETWEEN**

THE MUNICIPALITY OF LAMBTON SHORES TRANSIT DEPARTMENT  
(The Municipality)

AND

\_\_\_\_\_  
(The Advertiser)

**Fees and Charges as per By-Law**

**TYPE OF ADVERTISING**

- Headliner Ad Card
- Transit Shelter Poster Ad (exterior)
- Transit Shelter Poster Ad (interior)
- Bench Ad
- Bike Rack Ad

**TERM OF ADVERTISING DISPLAY**

- Winter (January, February, March)
- Spring (April, May, June)
- Summer (July, August, September)
- Fall (October, November, December)
- Full Year

**Advertising sold in 3-month blocks.**

**BUS ROUTE DESIRED**

- Route 1** (Sarnia to Grand Bend via Lambton Shores)
- Route 2** (London to Grand Bend via Lucan, South Huron, Bluewater, Lambton Shores).  
Route 3 (Grand Bend to Goderich via Bluewater) and Route 4 (Grand Bend to Strathroy via North Middlesex, Strathroy-Caradoc) are completed by the Route 2 bus.

**ADVERTISING INVENTORY DESIRED**

How many of the advertising type(s) checked off above would you like? Advertising spots are provided on a first-come, first-booked basis.

- \_\_\_\_\_ Headliner ad card  
(total inventory = 18 spots)
- \_\_\_\_\_ Transit shelter exterior poster ad  
(total inventory = 6)
- \_\_\_\_\_ Transit shelter interior poster ad

- (total inventory = 6)
- \_\_\_\_\_ Bench ad (inventory TBD)
- \_\_\_\_\_ Bike Rack ad (inventory TBD)

**BILLING INFORMATION** (please print)

On behalf of the company, I have read the Municipality’s Advertising Policy and agree to abide by the terms and conditions.

Organization/Business \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Cell number \_\_\_\_\_

**TERMS & CONDITIONS**

Although great effort is taken to accommodate an advertiser’s date and location preferences, ad space is limited, and the Municipality cannot guarantee the placement of advertising.

The advertiser agrees to provide the Municipality with the advertising materials or files within the stated timelines and further agrees that failure to do so may jeopardize the number of campaign days requested. Loss of advertising days will be at the advertiser’s expense.

The advertiser warrants and represents that it has ownership of all materials subject to copyright.

The Municipality is not responsible for content errors in submitted electronic artwork.

Should the advertiser wish to cancel this agreement once signed, the advertiser understands that they are obliged to pay for the entire cost of the ad(s) space originally reserved.

The Municipality reserves the right to cancel this contract due to bill payment default by the advertiser or its agency.

All advertising is subject to review and approval under the Municipality’s Advertising Policy.

**ACCEPTED & APPROVED BY LAMBTON SHORES**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature