

Guidelines Regulating WRTA Advertising

Adopted January 18th 2024

1. Purpose

Through these Guidelines the Worcester Regional Transit Authority (WRTA) intends to establish uniform, viewpoint-neutral standards for all displays of advertising on or in WRTA vehicles, terminals, information centers, and/or shelters. In setting its advertising standards, the WRTA seeks to fulfill the following goals and objectives:

- (a) maximization of revenue generated by advertising;
- (b) maximization of revenue generated by attracting, maintaining, and increasing ridership;
- (c) maintaining the safe and orderly operation of the WRTA;
- (d) maintaining a safe and welcoming environment for all WRTA passengers, including those under eighteen years of age, who travel on or come in contact with the WRTA vehicles, terminal, information centers and/or shelters; and
- (e) avoiding the identification of the WRTA, WRTA member communities, or the Commonwealth of Massachusetts with advertisements or the viewpoints of the advertisers.
- (f) maintaining neutrality on political, religious, and other noncommercial and controversial subject matters that are the subject of public debate and concern;
- (g) avoiding claims of discrimination and maintaining a non-discriminatory environment for WRTA's transit customers; and
- (h) avoiding identification of the WRTA with advertisements or the viewpoints of advertisers.

The WRTA reserves the right to suspend, modify, amend, or revoke any or all of these Guidelines without notice as it deems necessary to comply with legal mandates, to accommodate its primary transportation function and to fulfill the goals and objectives referred to herein. All the provisions of these Guidelines shall be deemed severable, should any part of the Guidelines be declared invalid by a court of competent jurisdiction.

The WRTA reserves the right to reject any advertising that fails to comply, in whole or in part, with the provisions and requirements of these Guidelines. The WRTA Administrator shall determine such compliance in their sole discretion, and the decisions of the WRTA Administrator in this regard shall be final.

2. Advertising Program and Administration

- (a) The advertiser agrees to furnish all signage and related materials for their campaign to locations designated by the Worcester Regional Transit Authority (WRTA), shipping charges prepaid. Materials should be delivered seven (7) business days prior to the start date. With regards to a "Bus Wrap," the advertiser shall be responsible for all additional costs associated with

“wrapping” the transit vehicle, and then “unwrapping” the transit vehicle to return it to its original condition at the expiration of the advertising campaign. The advertiser shall pay a penalty of \$100.00 per day per bus for buses that are not unwrapped at the end of the advertising campaign. All “wrapped” buses must be wrapped on WRTA premises and installation shall not exceed three (3) working days. Specific materials are required per state regulations. Materials must demonstrate that the ad wrap will have a 50:50 ratio of perforation to solid wrap material over windows and shall not cover any part of the driver’s compartment and not impede the driver’s vision. Special exemption from 220 CMR 155.02(29), prohibiting the use of ad wrap material on passenger side windows of a motor bus may be requested. All artwork, including that of a “wrapped” bus must be approved by WRTA, prior to production.

- (b) All advertising campaigns will begin on the first day of the month the contract begins, and end on the last day of the month the contract ends. Upon approval, some campaigns may begin on the 15th of the month. All advertising campaigns are conducted on monthly basis, advertisements can run for a single month or up to 12 months. No advertising campaign can be contracted for a period of more than 12 months. Advertising contracts may be renewed at the end of the contract term only if both the WRTA and the advertiser consent.
- (c) Advertisers must make arrangements with the WRTA as to the disposal of the advertising media at the end of the contract, which shall be at the advertiser’s sole expense. The advertising client can choose to pick up all material within 7 days, or the WRTA will dispose of the material. The WRTA reserves the right to charge the advertiser an additional fee for the costs of disposing any of the advertiser’s material.
- (d) Advertiser grants the WRTA permission to promote WRTA’s own business through the use of Advertiser’s signage and other materials in any manner whatsoever, provided that the contents of any such promotion are approved in advance by the Advertiser.
- (e) Loss of service due to the WRTA’s failure to perform by omission, delay, strike or unintended neglect of service, or due to conditions beyond the control of the WRTA, will not constitute a breach of this contract. The WRTA will reserve the right to authorize comparable credit or extension of the terms of this contract.
- (f) Should the Advertiser’s signage and related materials be damaged, defaced, mutilated or spoiled by reason of storm, flood, strike, vandalism, ordinary wear/tear, or any other cause, or if lost or stolen, replacement copy shall be furnished by the Advertiser upon the WRTA’s request, without liability or

expense to the WRTA.

- (g) The Advertiser cannot assign its advertising contract.
- (h) If, for any reason, the WRTA shall cease to continue this advertising program, it shall have the right to discontinue terms of the advertising contract; in such case, the Advertiser is entitled to credit for prepaid service.
- (i) A verified statement from the WRTA's records shall be accepted as prima facia proof of the display of the advertising.
- (j) No advertising contract shall be binding until accepted by the WRTA, by principal signature on the face of the copy. The contract may not be cancelled or amended except by consent in writing of both parties thereto.
- (k) The Advertiser expressly agrees that should the Advertiser fail to make the payments set forth in the advertising contract or upon any other default, or if the Advertiser becomes insolvent or files an assignment for the benefit of creditors, or if any insolvency proceeding is commenced against Advertiser, the WRTA, at its option, may consider the total balance of the contract immediately accelerated and due payable; further the WRTA shall be discharged from any obligation to continue to display the Advertiser's copy; and in the event of legal action for collection of unpaid accounts, all costs relating to collections will be added to monies owed by the Advertiser.
- (l) Payments are subject to a late payment charge of one and one-half percent (1.5%) per month (18% per annum) or such lesser amount as permitted by law. Such charge will be added after thirty (30) days from date of invoice.
- (m) No agent, employee or other representative of either party is empowered to alter any of the above terms, unless done in writing and signed by both parties.
- (n) It is understood and agreed by the parties to an advertising contract that if any part, term, or provision of the contract is held by a court of competent jurisdiction to be invalid as illegal or in conflict with any law of the Commonwealth the validity of the remaining portions or provisions shall not be affected by such invalidity .
- (o) The advertising contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- (p) All advertising contracts shall be reduced to writing and executed by the Advertiser and the WRTA Administrator. Such contract shall contain all agreements and representations of the parties and no representation or promise not set forth therein shall affect the obligations of either party thereunder.

3. WRTA Operations and Promotions

The WRTA has the unqualified right to display, on or in its vehicles, amenities, equipment, and facilities, advertisements and notices that pertain to WRTA operations and promotions.

4. Disclaimer

The WRTA reserves the right, in all circumstances, to require that an advertisement on or in its vehicles, amenities, equipment, and facilities include a disclaimer indicating that such advertisement is not sponsored by, and does not necessarily reflect the views of, the WRTA.

5. Advertising Standards

- (a) Nothing in these Guidelines is intended to establish the WRTA's advertising spaces as locations for the public for free expression; rather, the spaces are made available solely for advertising to achieve the business purposes referenced in Section 1 of these Guidelines. The WRTA intends that its vehicles, amenities, equipment, and facilities constitute a nonpublic forum that are subject to the viewpoint-neutral restrictions set forth below, which are designed to ensure that advertising on WRTA property serves the purposes set forth above. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in WRTA vehicles, amenities, equipment, and facilities. By adopting this policy, the WRTA does not agree or consent to any implication that any property owned by the WRTA is any type of public forum.
- (b) Permitted Advertising: The WRTA will only allow display of advertisements that fall under one or more of the following categories:
 - (i) Commercial advertising. Advertising, not otherwise prohibited under Section 5(c) of these Guidelines, with the purpose of soliciting or promoting the sale, rent, lease, license, distribution, brand, or availability of goods, property, services, programs, or events for the advertiser's commercial or proprietary interests.
 - (ii) Governmental advertising. Advertising sponsored by a federal, state, or local governmental entity that advances a specific governmental purpose, provided that such advertising is not otherwise prohibited under Section 5(c) of these Guidelines.
 - (iii) Public Service Announcements from Non-Profits. Advertising sponsored by a nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, not otherwise prohibited under Section 5(c) of these Guidelines, that is directed to the general public or a significant segment of the general public and the sole expressed purpose of which relates directly to:

(A) the availability of services to prevent or treat illnesses or to promote wellness;

(B) the availability of services to promote health and safety;

(C) the availability of educational or training services;

(D) the availability of services and programs that provide support to low income citizens, children, senior citizens, or people with disabilities;

(E) events relating to arts and culture, or museum exhibitions; or

(F) solicitation by broad-based contribution campaigns that provide funds to multiple charitable organizations active in the above-listed matters.

(c) Prohibited Advertising: Notwithstanding section (b) above, the WRTA shall not display or maintain any advertisement that falls within one or more of the following categories:

(i) Incitement or "Fighting Words". The advertisement contains material, or directs viewers to material, that the WRTA reasonably foresees would imminently incite or provoke violence or other immediate breach of peace, and so harm, disrupt, or interfere with safe, efficient, and orderly transit operations.

(ii) Demeaning or Disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals, or to the WRTA or its business partners. For purposes of determining whether an advertisement contains such material, the WRTA will determine whether a reasonably prudent person, knowledgeable of the WRTA's ridership and business purposes, and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals, or the WRTA or its business partners.

(iii) Tobacco, Cannabis, and Smoking or Smoking-Simulation Products. The advertisement promotes the sale or use of, or depicts: (1) tobacco or tobacco-related products; (2) products that simulate smoking or are modeled on tobacco products, including but not limited to cigarettes, cigars, smokeless (e.g. chewing) tobacco, flavored tobacco products, and electronic cigarettes, or vaping devices; or (3) use or cultivation of cannabis (marijuana), cannabis related products, cannabis accessories

or cannabis products.¹

- (iv) Alcohol. The advertisement promotes the sale or use of alcohol or alcohol related products.
- (v) Profanity. The advertisement contains or implies profane language, in whole or in part, including words, symbols, or gestures commonly understood as profanity, even if they are mis-spelled or do not contain all their letters.
- (vi) Firearms. The advertisement either (a) advertises a firearm or a brand of firearms, or firearm-related product, (b) contains an image of a firearm in the foreground of the main visual, or (c) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement.
- (vii) Violence. The advertisement contains an image or description of graphic violence, including but not limited to (1) the depiction of human or animal bodies, body parts or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- (viii) Unlawful Goods or Services. The advertisement, or any material referenced or contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- (ix) Unlawful Conduct. The advertisement, or any material referenced or contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- (x) Obscenity or Nudity. The advertisement contains obscene material or images of nudity, or the advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy. For purposes of these Guidelines, the terms “obscene” and “nudity” shall have the meanings contained in Massachusetts General Laws ch. 272, §31.²

¹ The terms “Cannabis,” “Cannabis Accessories,” and “Cannabis Products” are defined at 935 CMR. 500.002. For guidance on proposed advertisements concerning hemp and hemp-derived products, the Authority may consult the Department of Agricultural Resources’ Policy Statement Regarding the Sale of Hemp-Derived Products in the Commonwealth, available at <https://www.mass.gov/doc/mdar-policy-statement-sale-of-hemp-derived-products/download>.

² Mass. Gen. Laws ch. 272, §31, defines “obscene” as follows: “matter is obscene if taken as a whole it (1) appeals to the prurient interest of the average person applying the contemporary standards of the county where

- (xi) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents, explicitly or by euphemism, sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex. For purposes of these Guidelines, the term “minor” shall have the meaning contained in Massachusetts General Laws ch. 272, §31.³
- (xii) Political Campaign Speech. The advertisement contains political campaign speech. For purposes of these Guidelines, the term “political campaign speech” is speech that (1) refers to a specific ballot question, initiative petition, or referendum, (2) promotes or opposes a political party for local, state, or federal election, or (3) promotes or opposes a candidate or group of candidates for local, state, or federal election. For purposes of these Guidelines, the term “candidate” shall include any person actively campaigning for office, any person who has filed their candidacy or declared their intent to run for office, or any person who has been reported in the media as likely to run for a particular public office.
- (xii) Political Issues or Matters of Public Debate. The advertisement concerns political issues or expresses or advocates an opinion, position, or viewpoint on a matter of public debate either nationally or internationally about economic, political, religious or social issues.
- (xiii) Warfare. The advertisement prominently or predominately supports, opposes, or comments on any international disputes or warfare among nations or religious, ethnic or similar groups.
- (xiv) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the WRTA, a WRTA member municipality, or the Commonwealth, of any service, product, or point of view, without prior written authorization of the WRTA (through its Administrator), the WRTA member municipality (through the Municipality’s Chief Executive), or the Commonwealth (through the Secretary of Transportation).
- (xv) False, Misleading, or Deceptive. The advertisement, or any material

the offense was committed; (2) depicts or describes sexual conduct in a patently offensive way; and (3) lacks serious literary, artistic, political, or scientific value” Mass. Gen. Laws. ch. 272, §31, defines “nudity” as follows: “uncovered or less than opaquely covered human genitals, pubic areas, the human female breast below a point immediately above the top of the areola, or the covered male genitals in a discernibly turgid state. For purposes of this definition, a female breast is considered uncovered if the nipple or areola only are covered.”

³ Mass. Gen. Laws ch. 272, §3 I, defines “minor” as “a person under eighteen years of age.

contained in it, is false, misleading, or deceptive.

- (xvi) Libel and Intellectual Property Infringement. The advertisement contains material that is libelous, infringes on any copyright, trademark, or other intellectual property rights, or is likely to subject the advertiser or the WRTA to litigation.
- (xvii) “Adult”-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans, or other materials that are identifiable with: films rated “X” or “NC-17,” video games rated M or AO, adult book stores, adult book, video, or entertainment stores or websites, nude dance clubs and other adult entertainment establishments, adult telephone or video/chat services, and escort services.
- (xviii) The advertisement directs viewers to websites, telephone numbers, or other media sources that contain materials, images, or information that would violate the foregoing Advertising Standards if the materials, images, or information were contained in the advertisement itself.

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Thomas Coyne, Deputy Administrator

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Date


Joshua Rickman, Administrator

1/18/24
Date