

Northwest Commission

Bus Stop Guidelines: Design and Amenity Standards



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Northwest Commission

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Introduction

The Northwest Commission service area has two fixed route bus agencies operating in Crawford, Venango and Warren counties. Crawford Area Transportation Authority and Venango County Transit (CATA) as well as Transit Authority of Warren County (TAWC) enhance access to jobs and recreation in the communities they serve. Bus stops are a vital component to connecting passengers to these services. Toward that point, it is important to provide safe and easy access as well as comfortable amenities for users at all levels of ability.

Between the two agencies there are 16 fixed routes serving close to 400 bus stops. The purpose of this report is to offer uniform guidelines for the design and location of these bus stops as well as other related passenger facilities. The intent of these guidelines is for them to be adopted by member agencies and apply them to the design of future bus stop installation and relocation projects.

This document identifies guidelines for the design of bus stops and associated amenities. Exact design must reflect the constraints of the bus stop location and fit within the surrounding environment.

1 Passenger Facility Design and Guidelines

To be useful accessible, transit facilities need to be designed to high standards so all passengers can utilize them. In order to do this, infrastructure along with supplemental amenities need to be connected to pedestrian networks and not diminish

1.1 Bus Stop Position

Bus stop positions are based on their proximity and location related to an intersection. There are three standard bus stop positions: Far-Side, Near-Side and Mid-Block. Each of these positions along with the guidelines for their design are discussed below.

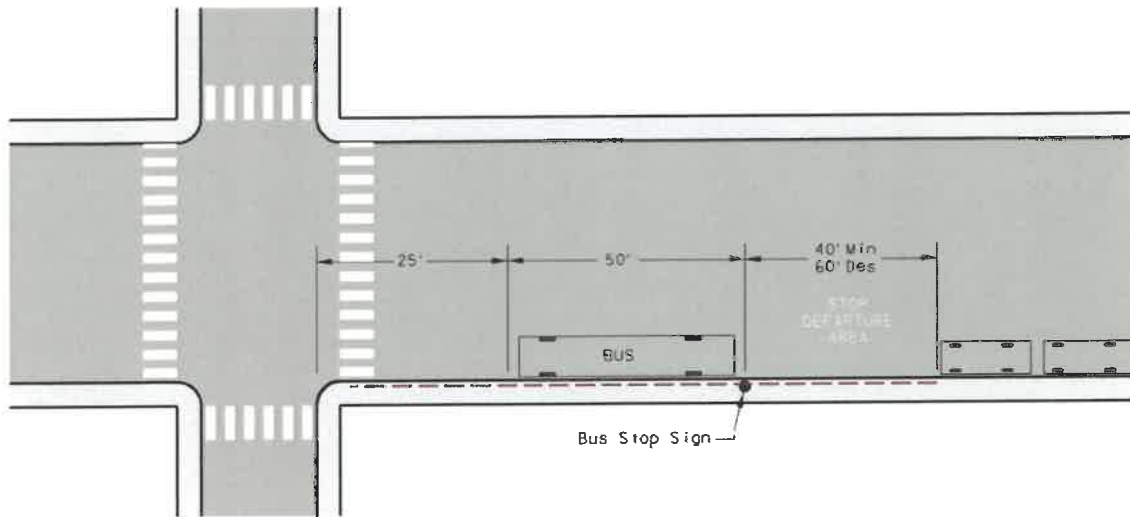
1.1.1 Far-Side Stops

A far-side stop is located immediately after an intersection, usually within 100 feet. The recommended placement for the landing area is 75 feet of the intersection's tangent point. Typically, this is the best location for stop placement due to the fact that the bus can make it through the intersection improving efficiency. Moreover, it is a better position from a safety perspective because the bus does not limit sight distance for vehicles or force offboarding passengers to cross the street in front of the bus.

Other characteristics that should be implemented in far-side stop design include:

- 25 feet clearing between the end of the intersection and back of the bus when stopped.
- A bay long enough to accommodate bus length.
- At least 40 feet clearing after the bus stop sign to reenter traffic.

Far-Side Bus Stop Example



FAR-SIDE STOP (1 BUS)

NOT TO SCALE

1.1.2 Near-Side Stops

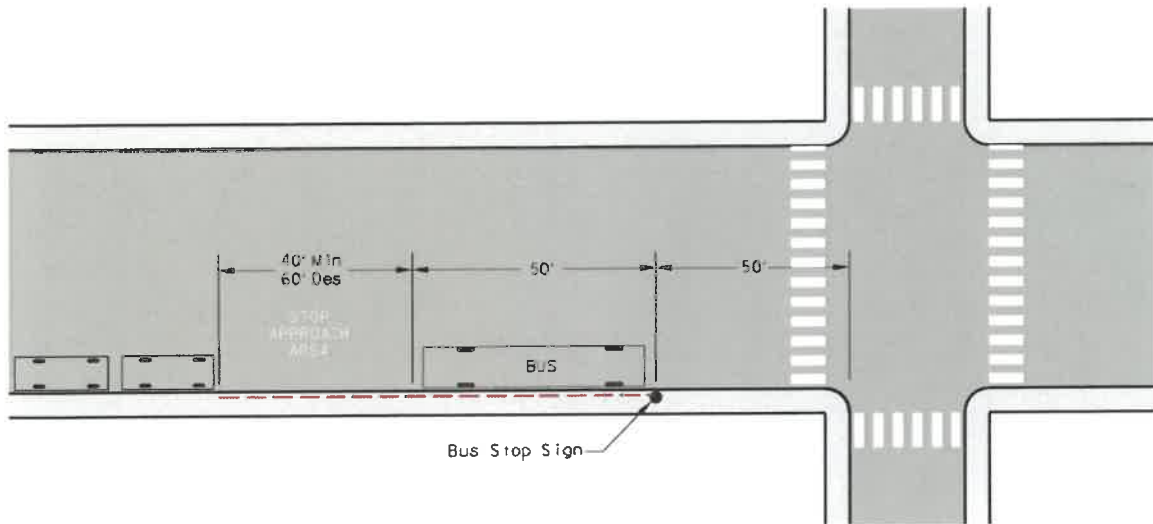
Near-side stops occur when a bus stops 0 to 100 feet preceding the crossing street of an intersection. The recommended placement is 50 feet from the intersection's tangent point. This location is usually closer to a crosswalk minimizing walking distances for passengers. The tradeoff in terms of safety is that it limits pedestrian's visibility when they attempt to cross the street. This location also allows for passengers to load and unload at a red light or stop sign, potentially reducing the need for the bus to stop twice within a short distance. However, this placement may force the bus to idle for two light cycles and block traffic behind them.

Though far-side stops are highly recommended in many situations, sometimes there are barriers in terms of space available and connecting pedestrian access. Near-side stops are acceptable stop locations, especially in residential areas with limited traffic and reduced speed limits.

Other characteristics that should be implemented in near-side stop design include:

- 50 feet clearing between the start of the intersection and front of the bus when stopped.
- A bay long enough to accommodate bus length.
- At least 40 feet clearing to approach and enter bus stop bay.

Near-Side Bus Stop Example



NEAR-SIDE STOP (1 BUS)

NOT TO SCALE

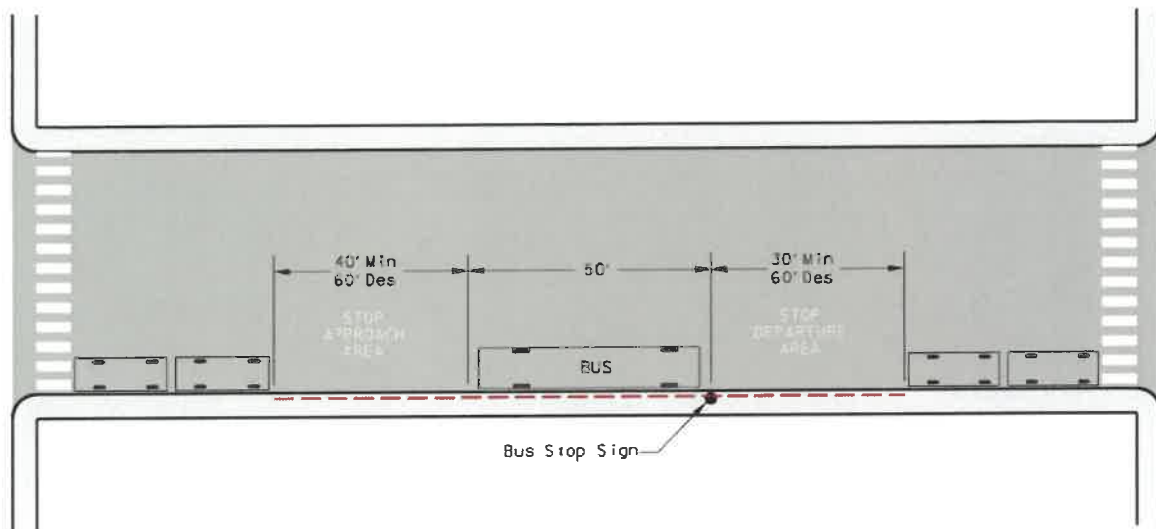
1.1.3 Mid-Block Stops

Mid-block stops are located in between intersections as well as rural roads where cross streets are limited. This can create unsafe conditions for passengers since they are forced to choose to cross the street illegally or walk a greater distance to an intersection where it is safer to cross. In many cases they will pick the former option. These locations should be considered for unique circumstances where there is a designated pull-off area for the bus can pull over and reenter traffic safely or when no safe crossing exists. Moreover, they are more successful when the bus serves the same location in both directions of travel.

Other characteristics that should be implemented in mid-block stop design include:

- Consider additional length for high speed corridors.
- A bay long enough to accommodate bus length.

Mid-Block Bus Stop Example



MID-BLOCK STOP (1 BUS)

NOT TO SCALE

1.1.4 Other Bus Stop Placement Considerations

Other factors to take into consideration when determining the position of a stop include: its proximity to the corresponding stop in the opposite direction, blocking of driveways/commercial entrances and private property.

If a passenger boards a bus going in one direction it is likely they will depart at a location on the other side of the street when the bus makes a return trip. These corresponding stops should be located at the same intersection where a passenger can safely cross the street. This standard does not apply to stops that are served in both directions of a route.

To avoid accidents and conflict with property owners, stops should not be placed 60 feet after a driveway or business entrance when possible. Blocking a driveway or business entrance can lead to vehicle accidents and forces passengers to board/alight close to traffic.

Another related topic to consider is having legal agreements with property owners when routes serve shopping malls, business campuses, apartment complexes, etc. to circumvent liability issues. A memorandum of agreement (MOA) with a property owner gives the agency permission to serve the property and not be responsible for maintenance, road wear and tear, snow removal and personal injury/accidents. See section 3 for more details on private property arrangements

1.2 Bus Pull-Offs

These facilities allow a bus to safely load/unload passengers without stopping in the travel lane and blocking traffic. Agencies should prioritize installing pull-offs where vehicles travel at a high rate of speed (>45 MPH) and there is limited space on the shoulder to safely pull over without impeding a travel lane. Pull-offs also improve safety where there are roadway congestion and capacity issues. However, they should be placed strategically due to the fact that a major tradeoff of installing too many is that it will impact travel times by causing the bus to wait to re-enter traffic. Bus pull-off design should include

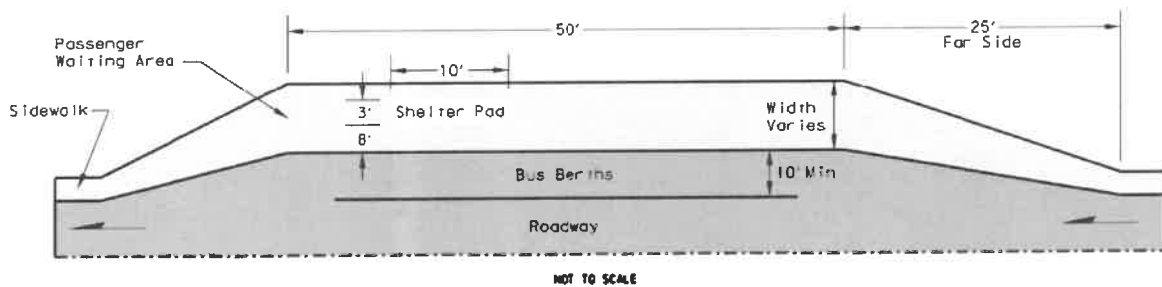
BUS STOP GUIDELINES: DESIGN AND AMENITY STANDARDS

- Minimum of 10 feet wide between travel lane and curb to avoid mirror obstruction and sideswipe accidents.
- Minimum of 90 feet long from start point to end point, 50 feet (assuming 40 ft. bus) of which must be 10 feet wide. The additional length outside the 10 feet minimum allows for the bus to safely approach the stop in the pull-off area as well as re-enter traffic.
- If the pull-off is intended to serve multiple buses stopping/laying over add 50 feet for each additional bus.
- 5 feet by 8 feet landing area consistent with ADA standards including hard no slip surface, less than 2% slope, perpendicular to the curb, connected to pedestrian access route, etc.
- Consider a larger landing area if other amenities need to be added (bench, shelter or garbage bin).
- Landing area adjacent to pull-off should be connected to pedestrian amenities also consistent with ADA standards such as sidewalks at least 5 feet in width, crosswalks (signalized depending on speed) and truncated domes connected to crosswalk with appropriate slope.
- Preferred location is far-side with the landing area at least 75 feet from tangent point of the intersection.
- Secondary option would be to install near-side (landing area also 75 feet from the tangent point of the intersection).

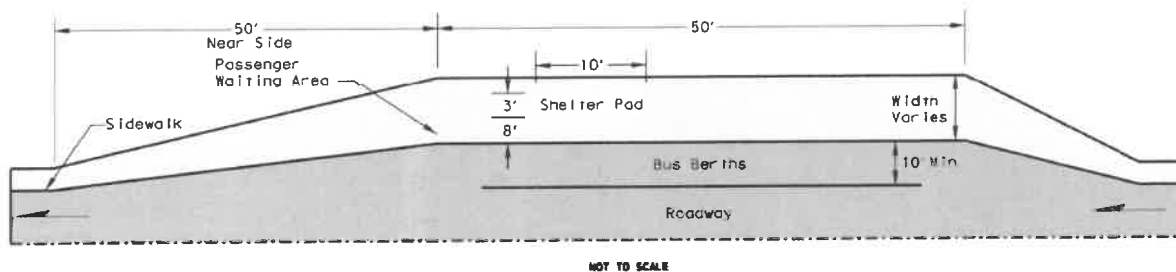
Mid-block locations should only be considered where there are major transit destinations. Due to increased vehicle speeds away from intersections, consider increasing the length for mid-block pull offs to safely re-enter traffic.

Pull-Off Examples

Far-Side

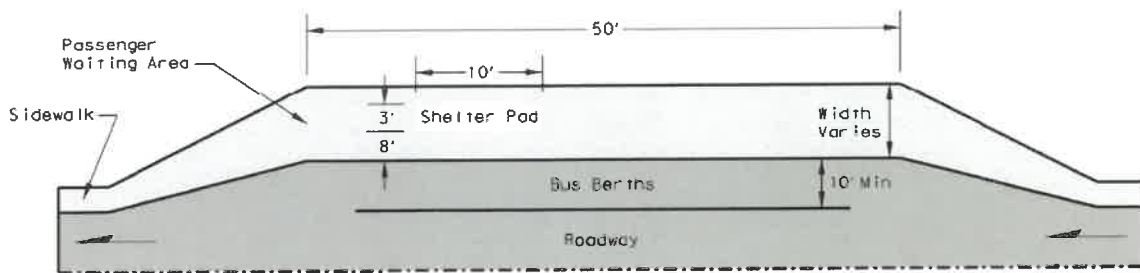


Near-Side



Mid-Block

BUS STOP GUIDELINES: DESIGN AND AMENITY STANDARDS



NOT TO SCALE

1.3 Interstop Distance

Historically, public transit agencies have followed a guideline of no more than 1 stop per $\frac{1}{4}$ mile. This allows for greater access to passengers as well as operational efficiency. Nevertheless, there are advantages to installing stops closer or further apart based on population density, business activity or other characteristics that create transit destinations. According to PennDOT report in 2012, "there is a trade-off between providing a high number of stops (thus increasing service coverage and maximizing ridership) while still allowing the transit service to operate at reasonable speeds and trip times."¹ Listed below is a table for recommended distances based on population density per the same PennDOT report:²

Bus Stop Spacing		
Context	Stops	Typical Spacing
Urban Core, Town Center	10 to 12 per mile	450 ft.
Town/Village Neighborhood, Suburban Center	5 to 10 per mile	750 ft.
Suburban Corridor, Suburban Neighborhood	4 to 6 per mile	1,000 ft.
Rural	As needed	As needed

For the Northwest region, typically the standard should be 4 per mile in non-rural areas. In rural areas, agencies should review spacing on a case by case basis. Other factors, such as transit demand, pedestrian connectivity, and right of way come into play when considering new stops.

1.4 Landing Area and Pad

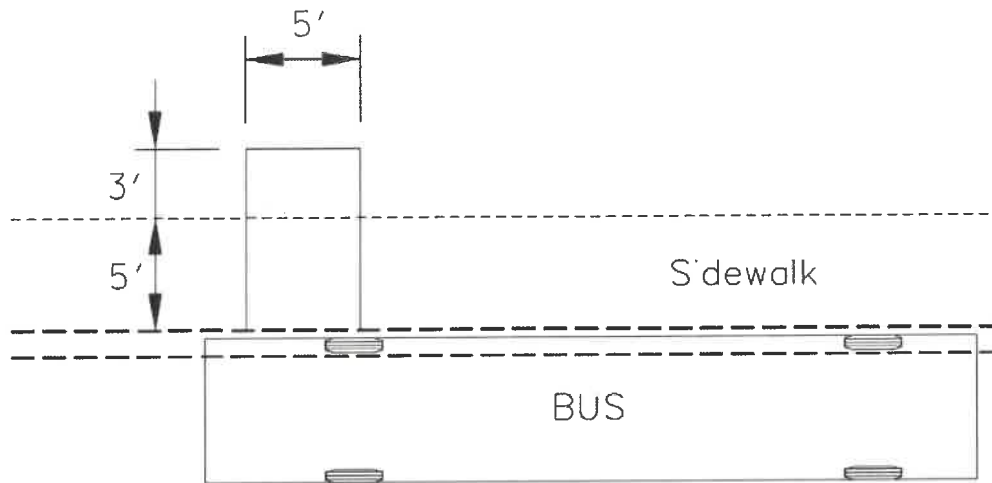
Bus stop landing areas, and bus pads are the designated area at a stop to provide safe boarding and alighting of passengers. According to the most recent American's with Disabilities Act (ADA) regulations, **all new or relocated bus stops must consist of, at minimum, an ADA compliant bus pad.**

¹ PennDOT Chapter 19 page 5

² Ibid page 5

Bus pads must have a constant solid area attached to the curb that is at least 5 feet parallel to the street, 8 feet perpendicular to the street and be poured at a thickness of at least 4 inches. See figure below for detailed design of landing area.

Landing Area Design



LANDING AREA/PAD
DIMENSIONS
NOT TO SCALE

This bus pad does not necessarily need to be a stand-alone, and can be integrated into a sidewalk or other public right-of-way feature. In areas where there is not sufficient space for the installation of an ADA compliance bus pad, such as existing urban streets where buildings sit closer than 8' from the curb, the transit authority must document that all efforts were made to make the bus stop ADA compliant and enumerate the physical elements that have prohibited full compliance.

In terms the material, concrete is preferred however other hard slip resistant surfaces such as asphalt are acceptable. Notwithstanding, the slope of the landing area should not be greater than 2% in order to comply with ADA standards.

It is important to keep in mind that the pad needs to be adjacent to the curb or road edge and not be blocked by a parking space, loading zone, or other obstacle. The bus needs enough room to approach the pad, stop next to the pad (deploy wheelchair ramp if necessary), and depart safely.

1.5 Passenger Shelter

Bus Stop Passenger Shelters should be installed at stops where a large amount of boardings occur and where wait times between buses may be excessively long. Shelters provide an increased level of comfort and protect passengers from harsh weather conditions. Three important factors to keep in mind when prioritizing shelter locations include:

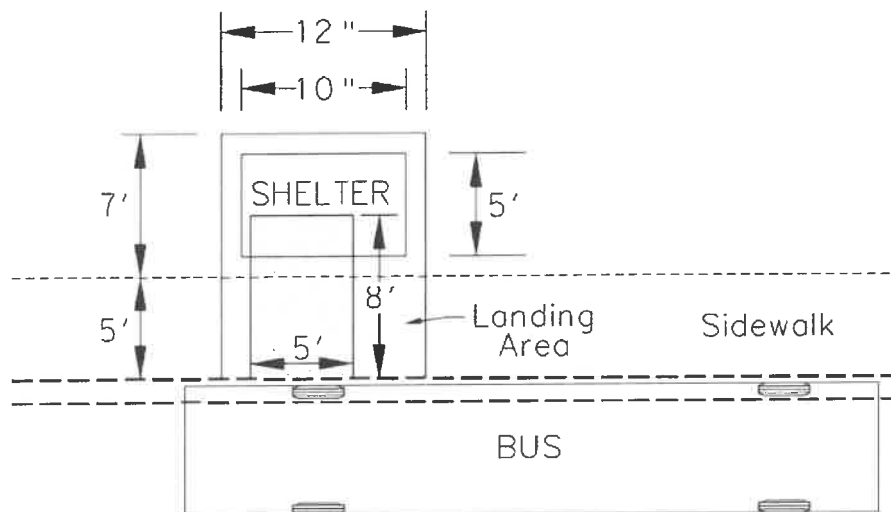
- High activity stop locations, typically top 5% to 10% of weekday boardings.

- Major transfer points where multiple routes serve the same stop.
- Including enough space for shelter (depending on the size) not blocking landing area or pedestrian access route per ADA standards.

Shelter sizes vary based on the specific needs and intended location for the shelter. The most common design is a three-sided structure that is approximately 5' x 10' in size and serves 5-6 people simultaneously. Shelters should be sized appropriately based on the intended utilization, and may be scaled down accordingly. Appendix A indicated a preferred specification for a shelter in the Northwest region.

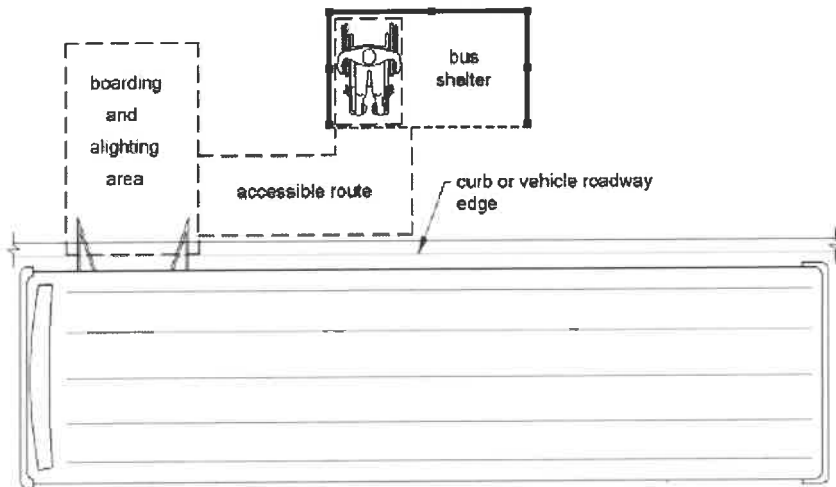
The shelter requires an independent pad to meet standard construction specifications. The pad should extend 1 foot in all directions beyond the shelter, 7' x 12' for a 5' x 10' shelter, and be poured to a depth of 6 inches. The presence of a bus shelter does not mitigate the need for a boarding/alighting area pad of 5' x 8' as discussed in the previous section. Shelter layouts 1 and 2 provide examples of shelter placement in relation to the landing area and accessible route/sidewalk.

Shelter Layout 1



SHELTER PAD
DIMENSIONS
NOT TO SCALE

Shelter Layout 2 (footnote)



Additional design characteristics that should be kept in mind include:

- At least 84 inches of vertical clearance between the shelter ceiling and the sidewalk surface.
- Minimum of 8' of right-of-way, from the face of the curb or roadway edge of pavement to back of the right-of-way.
- Must have a clear ground space of 30"x48" and not computer with 1.5' in front of an installed seat.
- Should not be closer than 50' to at-grade railroad crossings.
- Use of sturdy materials (metal, brick, Plexiglas, etc.) to prevent damage from the elements or vandals.
- Location should not block the view of pedestrians or motorists and create an unsafe traffic condition.
- If bench or backrest is included in shelter, at least 48 inches along the back need to be designated for a wheelchair.
- Monitor the condition over time to see if any parts are damaged, have graffiti or need to be cleaned.
- Provide schedule information for routes served at that shelter.
- Place near street lights or install light fixtures to improve visibility for passengers and operators alike.
- Keep any local ordinances in mind for design standards, advertising and location.
- For a more detailed design, please see Appendix A for sample shelter specification.

1.6 Signage

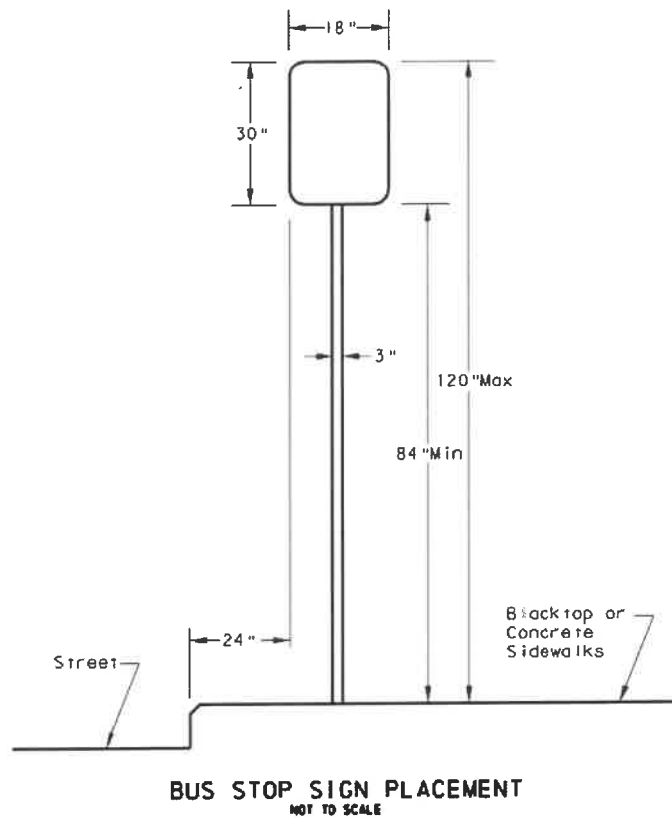
Bus stop signs should clearly identify the location where passengers can utilize fixed route transit service. It is equally important that the sign provides details of the routes served by the stop as well as customer service contact information. Helpful details on a sign include:

- The route(s) name, number, color, or letter.
- The route destination (if route name applies for directional service).
- Stop ID number.
- Customer service information

- Agency logo and name.
- Schedule information.
- Detours and public notice for proposed service changes or agency meeting poster.

Beyond the content of the sign there are important characteristics to consider in terms of the physical placement and location. In the past, many agencies have affixed signs to telephone poles, light fixtures and existing sign posts. The current best practice is to install new or relocated signs on their own standalone steel posts. When installing these signs, the following standards should be followed:

- Vertical clearance of 84 inches from the ground to the bottom of the sign.
- Maximum height of 120 inches from the ground to the top of the sign
- Sign dimensions 30 inches by 18 inches aluminum rectangle 3 inches wide pole
- Minimum clearance of sign post from the road edge should be at least 24 inches to avoid the bus from striking the pole or mirror hitting the sign.
- Place sign close enough to pad or designated landing area so passenger and operator alike know where the front door will serve the stop. Usually immediately after the pad or landing area.
- Sign and post should be clearly visible facing the opposite direction of vehicle traffic and not blocked by trees, signs, buildings or other obstacles.
- Ensure sign is placed in the right of way and check for existing utilities before installation. When placing stop on private property, compose MOA so property owner is responsible for installation and sign maintenance.
- Indicated no parking or loading in the designated pull-off areas.



1.7 Pedestrian Access

It is inevitable that every fixed route bus passenger will walk to or from a bus stop between their origin/destination. For this purpose, adequate and safe pedestrian connectivity is key to serving passengers. Stops should be located close to intersections with sidewalk connections and crosswalks at the intersections.

Though a 5-foot-wide concrete sidewalk with less than 2% cross slope is the preferred pathway, other pedestrian access routes between bus stops and cross street are acceptable depending on the circumstances.³ At a minimum, an accessible path must be provided to the nearest public right of way for all new, relocation, or renovated bus stops. Furthermore, these paths must be connected to intersections

2 Additional Passenger Amenities

In this section we will review when it is appropriate to install additional features at a bus stop. These features include; benches, shelters, lighting, bike racks, and garbage bins. However, each individual section will describe the benefits of each amenity and when installing them is appropriate. Following the description of individual amenities, we will review appropriate sign content

³ PennDOT publication 13M Chapter 6 Pedestrian Facilities and the Americans with Disabilities Act: Section 206.3, 403, 406, 810.2, 810.3

2.1 Bench

A bench at a stop adds an extra level of comfort for passengers waiting for their bus to arrive. Benches are usually located at stops with high boarding demand and less at alighting locations. Based on average weekday boarding data, agencies should prioritize installing benches at the top 10% to 15% of stops.

Another factor to consider is the amount of space or right of way there is to install these amenities. It is important to maintain landing area and sidewalk width requirement for ADA compliance. The recommended length of a bench is 2' x 6' feet. For this purpose, an additional pad (measuring at least 3' x 7') needs to be installed behind the landing area to not obstruct the walking path.

Other factors to consider in terms of the design and placement include:

- Legislative/community requests for a bench.
- Maintenance related to graffiti, snow removal, etc.
- Built with weather resistant material (metal, wood, concrete or plastic).
- Designed with anti-vagrant bars to designate siting area and deter laying on the bench.
- Keep any local ordinances in mind for design standards, advertising and location.

2.2 Lighting

Stops adjacent to lighting provide benefits for passengers and operators. Access to lighting creates a level of comfort for passengers in terms of security and contributes to defining the designated stop area. Effective lighting is also helpful for operators when they are approaching a stop in the dark to see if a passenger is waiting there.

Often times, street lighting or illumination from other sources (shopping center, business campus, apartment complex, etc.) will cover bus stops due to their proximity to intersections and other high demand transit areas. In cases where these sources are not effective enough or don't exist, service providers should consider installing light fixtures at stops. These light sources can range from a small light connected to a bus stop sign, lights inside a shelter or installing a new street lamp. If provider chooses to install and maintain their own light sources, they should consider using energy efficient devices such as LED, solar power, daylight sensors, or timers.

2.3 Bike Rack

Like pedestrians, bicyclists also need a safe way to connect to fixed route transit. When on-board bike racks are not available or passengers choose not to use them, providing a protected place to secure a bike can help improve ridership. Selecting locations to install bike racks is unique to where bicycle activity occurs. Stops adjacent to bike lanes, schools and other high demand areas are good locations for these amenities. Agencies should also consider requesting community feedback for placement prioritization.

Listed below are additional guidelines to incorporate for bike rack installations:

- Place in safe well-lit areas to avoid theft or damage.
- Should not obstruct the pedestrian walkway or sidewalk.
- Use secure strong material like metal or concrete so the rack can't be tampered with.
- Follow local bicycle parking standards or ordinances.

2.4 Garbage Bin

Having a garbage bin at a bus stop helps reduce litter and pollution. When bins are not provided at high activity stops litter can pile up making the stop less appealing to wait at. Providing a bin also prevents passengers from bringing refuse with them on the bus. Agencies should consider installing garbage bins at stops with similar demand of benches and shelters (top 5% to 15% of weekday boardings). Also like benches and shelters, garbage bins should be placed behind the walking or landing area and should not block the pedestrian pathway.

The one major downside of providing garbage bins is that they need to be constantly maintained. Some agencies do not have the adequate facilities staff to remove garbage when the bin is full, replace the bin with a new bag and haul the trash to a dump. A good strategy to consider is partnering with municipalities or property owners to facilitate garbage bin maintenance. This is usually not a huge additional burden for these organizations since they likely already have employees who already handle these responsibilities.

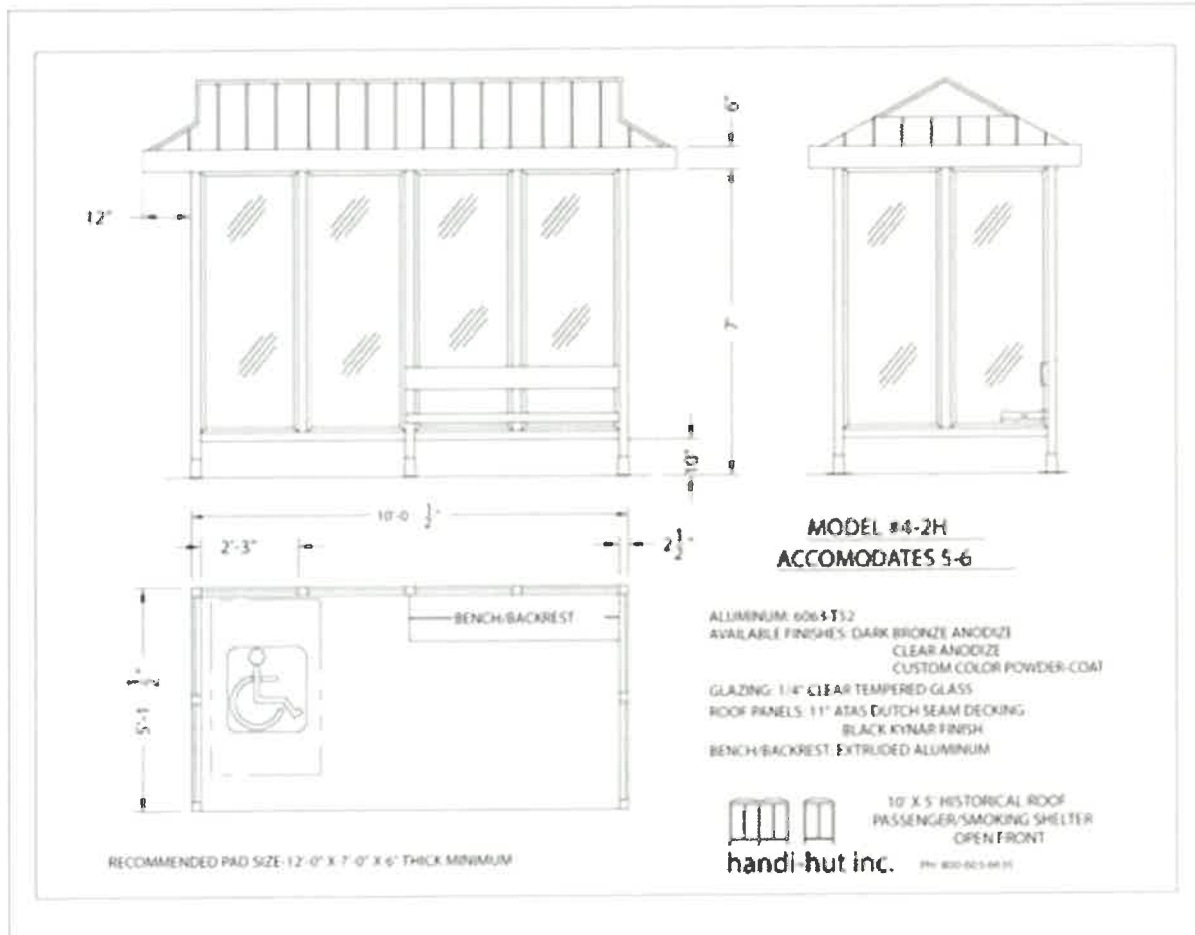
3 Installation on Private Property

In cases where agencies provide service and install facilities outside the public right-of-way on private property, it is important to gain permission to operate and stop at these locations. It is recommended that agencies enter a formal agreement to decrease liability and responsibility associated with the service on the property. See Appendix B for a detailed shelter installation agreement.

Other benefits of an agreement in advance of the installation of a shelter on private property include:

- Ensures shelter will remain open and accessible to the public.
- Address the location, construction, signage, maintenance, and removal of the shelter.
- Protect property owner from claims, injuries, loss and/or suits arising out of or in connection with the performance of the agreement.

Appendix
Appendix A:



Appendix B:

BUS SHELTER LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as the “Agreement”) is made as of the of 2016 by and between (“Landowner”) and TRANSIT AGENCY of body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania.

BACKGROUND

- A. Landowner owns certain real property located at _____X County Tax Parcel ID # _____, which is made part hereof of by this reference (the “Premises”).
- B. TRANSIT AGENCY operates a transportation system in connection therewith desires to erect a bus shelter at its bus stop on a portion of the Premises and Landowner is willing to grant TRANSIT AGENCY the right to construct and operate a bus shelter(s) on a portion of the Premises subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Incorporation of Recitals - The Recitals above set forth are incorporated herein by this reference just as if reproduced and republished at length herein.
2. License - Landowner hereby grants to TRANSIT AGENCY a non-exclusive license with rights to ingress, egress and regress on and across the Premises to and from the part of the Premises the location of which the Parties shall mutually agree (the “Licensed Area”) for the purpose of constructing, installing, using, operating, patrolling, inspecting, repairing, maintaining, replacing and removing a bus shelter with necessary site grading and erosion control work (the License”). The Bus Shelter shall be and remain the sole property of TRANSIT AGENCY. The License shall be for the benefit of TRANSIT AGENCY and its successors and assigns. TRANSIT AGENCY shall have the unrestricted right to permit its riders, customers, employees, agents, servants and others to enter upon the Licensed Area for the foregoing purposes. Landowner shall have the right to view and comment upon the above shelter construction plans, such review and comment not to be unreasonably denied, delayed or conditioned.
3. Bus Shelter Maintenance, Repair and Approval - TRANSIT AGENCY agrees to perform regular maintenance and/or replace elements of the Bus Shelter as necessary. Regular maintenance includes repairing or replacing structural elements, glass panels and seating. All repairs to the frame and glass will be performed by TRANSIT

AGENCY upon notification of a state of disrepair. TRANSIT AGENCY shall be fully responsible for obtaining and maintaining compliance with municipal zoning and permit requirements. Should relocation of the Bus Shelter be necessary, TRANSIT AGENCY shall be solely responsible for any associated costs. Landowner agrees that it will, without demand, keep the Licensed Area clean and free of ashes, dirt and refuse and said Bus Shelter. TRANSIT AGENCY may allow for advertising in the Bus Shelter.

4. Removal of Snow and Ice - TRANSIT AGENCY shall be responsible for the removal of snow and ice at the Bus Shelter and across the Premises as is necessary for access to the Bus Shelter.
5. Landowner's Waiver – Landowner, upon the request of TRANSIT AGENCY, shall execute a Landowner's Waiver confirming that the Landowner does not have any ownership interest in the Bus Shelter and authorizing entry onto the Premise by TRANSIT AGENCY to remove the Bus Shelter. The Landowner's Waiver must be recorded in the Office of the Recorder of Deeds as determined by TRANSIT AGENCY.
6. TRANSIT AGENCY shall not Interfere or Disrupt Landowner's Operation - TRANSIT AGENCY shall, at all times, exercise its rights under this License in such manner as to avoid interference with or disruption of Landowner's operations. Furthermore, TRANSIT AGENCY hereby recognizes and acknowledges that this License is subordinate to Landowner's obligations as owner and user of the Premises herein, to customers, to general public and the like. Therefore TRANSIT AGENCY, its officers, employees, agents and servants, shall at all times comply fully and promptly with all other Landowner's regulations, directions and instructions.
7. Compliance with Laws. TRANSIT AGENCY's use of the Licensed Area and exercise of the License hereby granted to TRANSIT AGENCY shall be at TRANSIT AGENCY's sole cost and expense in accordance with all applicable laws, rules, regulations, ordinances, orders, codes, licenses and permits.
8. Term. The License granted hereunder shall commence on day and year first above written and shall be for a term of five (5) years. At the end of the initial term the License shall automatically renew for successive one (1) year terms unless terminated as provided herein. The Landowner shall have the right to terminate the License Agreement at the end of the initial term or any renewal term upon not less than six (6) months prior written notice to TRANSIT AGENCY, or, in the event the Landowner sells the premises to a new owner who desires the Bus Shelter be removed from the

premises, upon not less than sixty (60) days prior written notice to TRANSIT AGENCY; and TRANSIT AGENCY shall have the right to terminate this License Agreement upon not less than thirty (30) days prior written notice to the Landowner. This License Agreement may also be terminated at any time upon the mutual written agreement of the parties hereto. Prior to termination of the License Agreement, TRANSIT AGENCY shall remove its property from the Premises, leaving the Premises in its original condition, normal wear and tear excepted.

9. Indemnification - TRANSIT AGENCY covenants and agrees to protect, exonerate, defend, indemnify, and save the Landowner harmless from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorney's fees, for damages for personal injury, including death, to any person whatsoever and for damage to the property of any person whatsoever, including loss or destruction thereof, arising out of TRANSIT AGENCY's exercise of the License and the exercise of TRANSIT AGENCY's rights under this Agreement, except when due to the negligence or willful misconduct of Landowner or the Landowner's representatives, employees, agents, heirs, executors, administrators, successors or assigns.
10. Risk to TRANSIT AGENCY from Exercise of License - TRANSIT AGENCY hereby recognizes and acknowledges that the exercise of said License may involve risks to TRANSIT AGENCY, its officers, employees, agents, servants, and its customers from the public for personal injury or damage to property. TRANSIT AGENCY shall, prior to entering upon the Premises herein, notify its officers, employees, agents, servants and its customers by the public, in writing of this risk.
11. Liability Insurance Coverage - TRANSIT AGENCY shall provide to Landowner public liability insurance coverage the same coverages in the same coverage limits as TRANSIT AGENCY has in place for its operations. Landowner shall be an additional named insured on such public liability insurance of TRANSIT AGENCY and shall be provided an appropriate certificate and which shall contain a waiver of subrogation rights and shall provide for no less than ten (10) days' notice to Landowner for any cancellation or adverse change to such public liability insurance policy. Failure to obtain described public liability insurance coverage or failure to furnish the described certificate shall render this Agreement null and void.
12. Injunctive Relief - The parties agree and knowledge that a breach or violation of any of the provisions of this Agreement will leave the non-breaching party with an inadequate remedy at law and, therefore, injunctive or other equitable relief shall be available to the non-breaching party to enforce the covenants set forth in this Agreement, such relief to be available without the necessity of posting a bond, cash or other security for surety. If any restriction or provision contained in this Agreement is

held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place as determined by such court and any remaining restrictions contained herein shall be enforced independently of such invalid or unreasonable restriction.

13. No Partnership, Joint Venture, or Principal and Agent Relationship - Nothing contained in this Agreement shall be construed to make the parties principal and agent or partners, or joint venturers, or to render either party liable for the debts and obligations of the other and no provision of this Agreement is intended to create, constitute or nominate any person or entity as a third party beneficiary hereof.

14. Damage to Licensed Area - If, in the opinion of the Landowner, the exercise of any privilege hereunder shall have caused damage to the Premises or any part thereof, TRANSIT AGENCY shall promptly repair and restore any such damage, and upon TRANSIT AGENCY's failure to do so, Landowner may proceed to have the work done and collect the costs thereof from TRANSIT AGENCY.

15. Use of Premise by TRANSIT AGENCY not Adverse Possession. TRANSIT AGENCY, for itself, and its successors and assigns, covenants and agrees that neither the continued exercise of any privilege or License hereunder nor any other use of or intrusion upon any part of the Premises by TRANSIT AGENCY or by any other person holding or claiming under TRANSIT AGENCY, shall ever be deemed to be adverse to the title or possession of Landowner, or Landowners heirs or assigns, which shall be deemed to be by and only by revocable permission pursuant to this License Agreement of Landowner and Landowners heirs and assigns; and no such person shall ever have a right claim rights in, over or upon the said Premises, adverse to Landowner and Landowners heirs and assigns by virtue of any such use, intrusion or encroachment, no matter how long continued.

16. Construction of Agreement - Each party hereto acknowledges, represents and warrants that: (i) it has participated in the negotiation of this Agreement; (ii) no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (iii) they have had at all times access to an attorney of their choice in the negotiation of the terms of and in the preparation and execution of this Agreement; (iv) they have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; (v) the terms of this Agreement were negotiated at arm's length; (vi) this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind asserted by any of the parties upon the others; and (vii) the execution and delivery of this Agreement is the free and voluntary act of each of the parties hereto.

17. General Provisions

- (a) Recordation of Agreement - This Agreement shall be recorded by TRANSIT AGENCY in the Office of the Recorder of Deeds or in any other office or place of public record.
- (b) Modification of Agreement - A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
- (c) Exhibits - Exhibits to this Agreement are an integral part hereof.
- (d) Controlling Law/Venue - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any dispute relating to this Agreement shall be solely in the Court of Common Pleas of X County.
- (e) Severability - Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.
- (f) Notices - Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (a) if delivered by hand; (b) if sent by Certified Mail, Return Receipt requested, postage prepaid or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (c) if sent by facsimile, with a copy sent by First-Class US mail, postage prepaid;

If to Landowner:

With a copy to:

If to TRANSIT AGENCY:

TRANSIT AGENCY
 Street
 City, State Zip Code
 Attention: Name, Title
 Telephone number:
 Fax number:
 Email:

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by fax with a copy by First Class US Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by Certified Mail shall be effective on the third business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

(g) Successors and Assigns - This Agreement shall extend to and shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness:

_____ Seal

Attest:

TRANSIT AGENCY

By: _____