Bishop International Airport Authority

NOT THE ONLY WAY TO FLY. JUST A BETTER ONE.

Bishop International Airport Authority notice of request for Terminal Advertising Concession Agreement

Notice is hereby given that the Bishop International Airport Authority is soliciting proposals for a company to operate terminal advertising concessions.

The selected company will maintain advertising displays and concessionaire is prepared to undertake those installations and related expenses.

Proposal requirements and evaluation criteria can be obtained on the Authority's website at: https://www.bishopairport.org/doing-business/doing-business-overview/fnt-business-opportunities/public-notices-bid-opportunities

All addendums will also be posted at that address as well. It will be the responsibility of each interested proposer to download addendums as they become available. All proposals must be in accordance with any and all issued addendums.

Sealed proposals should be directed to Autumn Perry-MacClaren at Bishop International Airport at 3425 W. Bristol Road, Flint, Michigan 40507. Proposals should be received no later than 5 p.m. eastern standard time on December 9, 2022. The outside of the proposal should be marked "Bishop Airport Advertising Concession Agreement." **Email and facsimile copies of submissions will NOT be accepted and will be automatically disqualified if received. Please include 4 copies of your proposal.** All questions must be submitted via e-mail to Autumn Perry-MacClaren at amacclaren@bishopairport.org.

The Bishop International Airport Authority reserves the right to reject any and all proposals received.

Autumn Perry-MacClaren
Director of Marketing, PR & Air Service Development
Bishop International Airport Authority

Bishop International Airport • FNT

NOT THE ONLY WAY TO FLY. JUST A BETTER ONE.

About Flint Bishop

Bishop International Airport is one of 15 commercial service airports in Michigan and ranks fourth in terms of annual enplanements. The current airlines serving FNT are American, Allegiant, and United. The route map includes 13 destinations with the largest carrier being Allegiant. The airport also serves as a base operation for Allegiant and expects to continue growing with the Ultra-Low Cost Carrier and other airlines. Flint Bishop is community focused and would like to see more presence in the terminal from our community partners.

Scope of work

The Authority's mission is to provide the highest level of safety and service to all customers, facilitating development, providing efficient facilities, and practicing financial stewardship that contributes to the overall economic vitality of the region. The Authority's Advertising Concession program must support our mission, provide acceptable design standards, create a comprehensive advertising marketing program that is appealing to the public, conveys a clear image of Bishop International Airport, Genesee County, Oakland County, and generate a strong financial return to the Authority.

Bishop International Airport Authority is seeking support from a company to assist in terminal advertising concessions that can assist in the management of several clients already advertising in the terminal and help us grow our community partnerships. The airport has various forms of advertising displays and will need help in the technical maintenance of our current systems.

The successful concessionaire will operate, maintain, and provide the Airport's Terminal Advertising Concession in all advertising space available through the terminal. The agreement will include the passenger terminal building and any future terminal space. A successful candidate will design a comprehensive advertising program that is already integrated to meet the design, quality, and content for the Authority. The concessionaire will establish, operate, service, and maintain the existing commercial advertising space, including but limited to self-contained floor exhibits, wall and floor back-lit unites, showcases, posters, expo space, car and boat display, digital hotel and transportation display information boards, directional clocks, electronic, computer and video displays and other forms of advertising which may be approved to provide, continuously during the period of the contract agreement.

Historical revenues and passenger statistics can be found in Exhibit A.

Current Advertising Production Types and Specs

Below is a list of FNT's current advertising production types. Production specs are included. Please note, all space is subject to change and new production types are needed. Some space is currently under contract while "filler" will remain in other spaces. We hope to have all spaces under contract.

- Column Wrap
  - Artwork Size:(width x height)
    - Artwork Size (W x H): 76" W x 88" H
    - All Text/Copy MUST be kept well within the live (visual) area.
    - Front of column 88"H, back of column 72"H, see attached pic

- Jet Bridge Wraps (13 total)
  - Artwork Size:(width x height)
    - Artwork Size (W x H): 144" W x 36" H
    - Visual Size: 144" W x 36" H

- Window Cling
  - Artwork Size: (width x height)
    - Artwork Size (W x H): 84" W x 75" H. All Text Copy MUST be kept within the trim area. Less than 4"inches of the specific window area noted in the attached drawing is safe.
- Wall Wrap
  - Artwork Size (width x height)
    - Artwork Size (W x H): 376.75" W x 134" H
- Wall Wrap
  - Artwork Size (width x height)
    - Artwork Size (W x H): 197.25" X100"
- Soffit Wrap
  - Artwork Size (width x height)
    - Artwork Size (W x H): 360" W x 82" H. The measurements are of the EXACT DISPLAY SIZE. Please add trim material on width and height. (Also note that wall, floor, and ceiling are not necessarily square or level.) All Text/Copy MUST be kept well within the live (visual) area.
- Wall Wrap
  - Artwork Size (width x height)
    - Artwork Size (W x H): 137.75" W x 103.5" H
- Floor Exhibit
  - Artwork Size:(width x height)
    - Display Size is: 240" L x 120" W x 84" H
- Poster (13 in total)
  - Artwork Size (width x height)
    - Artwork Size (W x H): 46" W x 42" H.
    - Visual Size: 46" W x 42" H.
    - All Text/Copy MUST be kept well within the live (visual) area.
- Visitor Information Center (this need to become digital)

    - Artwork Size (width x height)
        - VISUAL ARTWORK size is 1 inch smaller than the Artwork size stated above. Color must bleed to the full artwork size. Trim borders are prohibited.
- Tension Fabric Banners “ceiling” (6 in total)
    - Artwork Size (width x height)
        - Frame Size is: 48" W x 24" H
        - All text MUST be kept within 2 inches of the framed size.
- Tension Fabric Banners “floor” (8 in total)
    - Artwork Size:(width x height)
        - Frame Size is: 46" W x 65" H
        - All text MUST be kept within 2 inches of the framed size.
- Tension Fabric Banners “wall” (2 in total)
    - Artwork Size:(width x height)
        - Frame Size is: 168" W x 66" H
        - All text MUST be kept within 2 inches of the framed size.
- Tension Fabric Banners “gate” (4 in total)
    - Artwork Size:(width x height)
        - Frame Size is: 96" W x 48" H
        - All text MUST be kept within 2 inches of the framed size.
- Tension Fabric Banners “lower hold” (2 in total)
    - Artwork Size:(width x height)
        - Frame Size is: 144" W x 48" H
        - All text MUST be kept within 2 inches of the framed size.
- Tension Fabric Banners “baggage” (3 in total)
    - Artwork Size:(width x height)
        - Frame Size is: 144" W x 72" H
        - All text MUST be kept within 2 inches of the framed size.
- Digital LCD Screen
    - Artwork Size The pixel ratio for this screen is: 1920 x 1080 (width x height). The required Pixel Ratio for the Digital Screen display is (width x height): 1920 X 1080. The diagonal screen size is: 75".
- Digital Video Wall (currently not working and needs to be replaced) (3 in total
    - Artwork Size:(width x height)The required Pixel Ratio for the Digital Screen display is (width x height): 1120W x 64H The physical size of entire video wall is: 352.25" W x 20.25" H
    - This is for reference only. Content to be produced to pixel size.

Advertising Goals

Customer Satisfaction

- An attractive environment for the traveling public, with minimal visual clutter and minimal distractions from information signage.
- Develop and begin the implementation of a plan to update and incorporate digital signage in a way that will be pleasing to the customer and provide an enhanced customer experience.
- Advertising consistent with community values.

Economic Development

- Promotion of the Flint, Genesee and Oakland County area.
- Maximize the participation of Flint, Genesee and Oakland County companies.
- A quality mix of local, state, national, and international organizations who may be an appropriate fit for BIA.

Enhance Revenues

- Increase the net revenue to Authority on a revenue per enplane passenger and revenue per square foot of advertising space basis.
- Create a strong and sustained financial return on investment for Authority funded advertising changes to the advertising program.

Description of Airport Advertising Areas

- The BIA terminal building is configured with a linear concept and a parallel gate concourse that are connected by a second level passenger connector (walkway). The terminal building includes three principal components: Landside Area, Passenger Connector, and Airside Concourse. The terminal building is a partial two level building. The ticket and baggage claim lobbies are at ground level within a two story clear space. The remaining portion of the terminal building is two levels. The passenger connector is predominately a second level space that connects the landside area with the airside concourse. The airside concourse is a two-story building that provides an interface with the Aircraft. Spaces on the upper level include gate access corridors, hold room seating areas, gate podiums and queuing areas, and concessions. The current approved advertising area map is shown in Exhibit B. The detail of the approved available display types within each area are shown in the listing contained in Exhibit C. Dimensions for the various size backlit displays are also included. There is also a section detailing areas that currently contain advertising but will no longer be permitted after expiration of the current contract.

Advertising Firm Responsibilities

Selected firm responsibilities

- The sale, lease, and placement of all advertising (with the exception of backlit panels) in approved areas within the terminal. Backlit panels may be installed by the Authority upon arrangement.
- Costs associated with production of displays. These costs will be borne by the selected firm or the advertiser in accordance with the advertising agreement. Any needed measurements for production of displays will be the responsibility of the firm.
- Providing a diverse mix of advertising.
- Presenting for approval advertising clients and content that are in good taste and appropriate for display in a publicly owned setting.
- Obtaining approval of the Authority for any proposed advertising design prior to production.
- Providing the Authority with a copy of all executed advertising agreements. Limiting the placement of advertising to approved areas (currently indicated in Exhibits B and C unless additional areas have been submitted and approved by the Authority. Such approval must be obtained before sale to the client.)
- Submitting detailed monthly sales reports and compensation to the Authority in accordance with the agreed upon revenue structure and Minimum Annual Guarantee (MAG).
- Limiting advertising sold to the term of the agreement with the Authority.
- Developing a plan to upgrade advertising displays throughout the terminal facility. Assist the Authority with the implementation of an agreed upon plan.
- Complying with all other contractual terms and conditions.
- Digital displays are provided in various locations, however, the concessionaire will be responsible for the replacement of the equipment.

Authority Responsibilities

- The supply of advertising areas and backlit displays as approved and noted in Exhibit C.
- Supplying power, light, and heat to the advertising areas based on connections that currently exist. Connections outside those initially provided will be at the cost of the concessionaire.
- Escorting the concessionaire or potential advertiser in secured areas of the terminal. Visits that require escort will be arranged in advance, with at least 48 hours' notice.
- Installing backlit panels.

Financial Considerations

- The annual fee to be paid by the selected firm will consist of the greater of the Minimum Annual Guarantee (MAG) or the percent of Annual Gross Revenues. The MAG shall be the amount the firm states in its proposal to the Authority. The MAG is the minimum amount the concessionaire agrees to pay the Authority each year during the term of the contract whether or not any advertising is sold. The MAG is divided by 12 to arrive at the minimum amount that must be paid monthly. The MAG will cover the displays and advertising space in the approved advertising areas shown and detailed in Exhibits B and C. Annual Gross Revenue is defined, for purposes herein, as any and all monies paid or payable to the successful Proposer by or on account of sales made and/or services rendered by, at, or from the Airport annually. Should any advertising be approved by the Authority outside the approved areas shown in Exhibits B and C, the revenue will be in addition to the above based on percent of revenue and will be itemized separately in the monthly report. Revenues for

sales outside the approved areas may not be comingled or bundled with areas inside the approved areas.

- Revenues will be reported and remitted to the Authority on or before the 20th day of each calendar month to pay for the use advertising areas of the previous month. A detailed monthly report, in a format acceptable to the Authority, shall be provided. A sample format is included in Exhibit E, for the purposes of monthly reporting, the MAG shall be prorated and remitted (when applicable) on a monthly basis and reconciliation will occur at the end of each contract year. The proposer will submit their proposed MAG and % of gross revenues as indicated in the proposal format section.

Concession Agreement

A sample concession agreement is included below as Exhibit D that will be negotiated with the chosen concessionaire. The chosen company will be required to sign a five year contract and allows for an additional five year term if the authority grants the right to renew. Federal and/or State law requires many of the clauses contained in the agreement. The awarded firm may request additional contract clauses to be incorporated into the contract. If, however, these clauses become a barrier to contract execution, the Authority may proceed to the next highest ranked Offeror for contract consideration. In compliance with the State of Michigan public record laws, all proposals will be available for public inspection after award. Trade secrets and proprietary information submitted by a consultant in connection with a proposal shall not be subject to public disclosure provided the Offeror invokes the protection of this section upon submission of the proposal. The specific area or scope of data and materials to be protected must be identified and the reasons for their protections stated. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is prohibited and may result in the rejection of your proposal.

Airport Concessions Disadvantaged Business Enterprise (ACDBE)

It is the policy of the Authority to practice nondiscrimination based on race, color, sex, religion, age, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical disability in consideration of an award or performance of this agreement. The Authority requires the same participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Authority further encourages Proposers to meet ACDBE requirements throughout this agreement by utilizing suppliers certified as ACDBE by the Michigan Unified Certification Program (MUCP), applying for ACDBE certification through the MUCP if applicable, and make good faith efforts to explore available options to meet ACDBE goals. Any anticipated ACDBE participation shall be included in the proposal response.

Proposal Format and Evaluation Process

Minimum Proposal Elements

- Describe your organization and the experience you bring in the operation of an advertising concession. Indicate how your firm will manage and operate the advertising concession at the Bishop International Airport. If relevant, discuss any subcontractor relationships. Provide a list of 3 client references to include the contact information.
- Provide a resume containing the qualifications and experience of the marketing staff who will be specifically assigned to this project. Detail their areas of responsibility.

- Include a “Marketing and Sales Plan” for operating the concession with emphasis on measures designed to promote local advertiser participation within the terminal building and maximize and sustain gross sales. Indicate how your plan will align with the Authority’s advertising goals. Include sales projections. Recommend, diagram, and explain any proposed changes to Exhibit B & C as a part of your proposal. Indicate how you would propose to fund these changes.
- Include a “Facility Enhancement Plan” to upgrade the terminal to digital displays. The Authority would rely on the concessionaire to assist in this upgrade. Provide a proposed plan for incorporating an upgrade of digital displays in the terminal during this 5-year contract. Prioritize the areas for upgrade, include proposed equipment and anticipated costs by area. Indicate whether your plan requires Authority investment, cost sharing, etc. Indicate how you would market this product line.
- Provide a transition plan to guide the Authority from the contract award to the contract start date of January 1, 2023. The contract allows for a six-month project period to allow for changes to advertising areas or equipment, marketing to new clients or existing clients. This transition plan should ensure a smooth transition between vendors and advertising clients.
- Provide the minimum annual guarantee (MAG) that your firm proposes for each of the five years the approved advertising areas outlined in Exhibits B and Exhibits C. Indicate the percentage of gross annual revenues to be paid to the Authority from the sale of advertising space. The annual fee to be paid by the selected firm to the Authority will consist of the greater of the Minimum Annual Guarantee (MAG) or the percent of Annual Gross Revenues. Revenue considerations are further defined in the Financial Considerations section above.
- We will provide of a list of current advertisers so that you may contact them to contract with them beginning January 1, 2023. The chosen concessionaire would remit the proposed percentage of revenue during this six month period but would not be subject to the minimum annual guarantee until the end of the project period of six months.

Evaluation Process

- Proposals will be evaluated and ranked on the basis of the written material submitted. Evaluation criteria will be related to the following and weighted as shown:
  1. Demonstrated experience and expertise of your organization and staff (25%)
  2. Effectiveness of the Marketing, Sales plan, and facility enhancement plan and its likelihood to help the Authority meet our advertising goals (25%)
  3. Transition Plan (25%)
  4. Financial Considerations (25%)
- The Authority may select a short list of the top related firms for a formal presentation to the evaluation team. If determined to be needed, presentations will take place at the Bishop International Airport and a date will be scheduled if formal presentations are desired by the Authority.

Key Milestone Dates for RFP

RFP release	11/04/2022	
Onsite visits on or before	11/18/2022	Contact Autumn for a tour – 810-235-6560 ext 121
Vendor questions due	11/21/2022	
Reponses to questions by BIAA	11/23/2022	
RFP Due Date	12/09/2022	
Award Announcement	12/14/2022	
Projected project start date	01/01/2023	(Effective Date of Contract)

EXHIBIT A

Bishop International Airport Enplanement Statistics

YEAR	ENPLANED	DEPLANED	TOTAL
*2023	300,000	300,000	600,000
*2022	300,000	300,000	600,000
2021	238,601	240,815	479,416
2020	175,069	177,150	352,219
2019	301,534	297,312	598,846
2018	360,609	360,571	721,180

*Projected

Bishop International Airport Advertising Historical Gross Revenue

YEAR	CONCESSIONAIRE REVENUE*	AUTHORITY REVENUE
2022	$ 74,802	$ 22,441
2021	$ 80,297	$ 24,089
2020	$ 88,133	$ 26,440
2019	$ 118,680	$ 35,604
2018	$ 112,902	$ 33,870

* Revenue less agency commission
2022 is estimated

EXHIBIT B

Approved Advertising Area Map

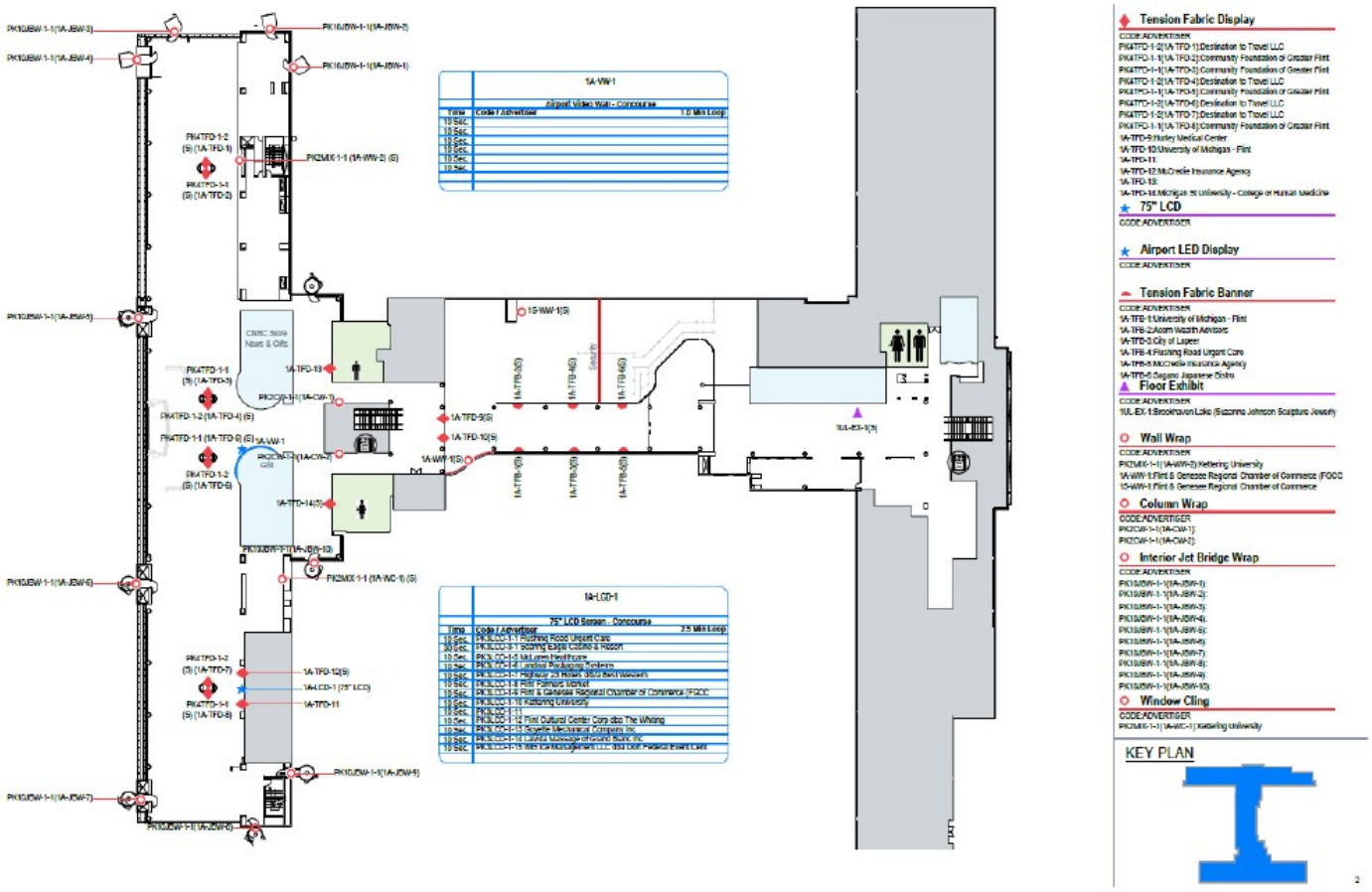
STANDARD INVENTORY OVERVIEW KEY

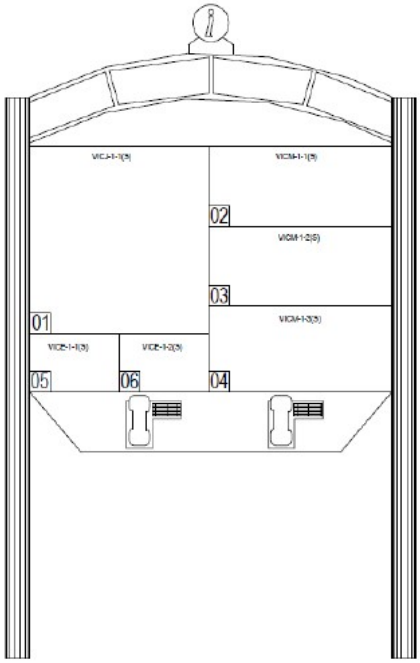
- diorama
- other backlit
- spectacular
- mini spectacular
- scrolling unit
- backlit tension fabric display
- digital
- visitor information center
- gridwall
- brochure rack
- showcase
- exhibit
- FC freecharge station
- miscellaneous
- tension fabric display
- banner
- wrap
- outdoor display

PAGE INDEX

Upper Level: Refer to Page 2
Bag Claim & Ticketing: Refer to Page 3
Visitor Information Center: Refer to Page 4

EXHIBIT C


1A-VW-1
Airport Video Wall - Concourse
Time
Code / Advertiser
1.0 Min Loop
10 Sec.
10 Sec.
10 Sec.
10 Sec.
10 Sec.
1A-LCD-1
75" LCD Screen - Concourse
Time
Code / Advertiser
2.5 Min Loop
10 Sec. PK3LCD-1-1 Flushing Road Urgent Care
30 Sec. PK3LCD-3-1 Soaring Eagle Casino & Resort
10 Sec. PK3LCD-1-5 McLaren Healthcare
10 Sec. PK3LCD-1-6 Landing Packaging Systems
10 Sec. PK3LCD-1-7 Highway 23 Rotary Bird Watchers
10 Sec. PK3LCD-1-8 Flint Farmers Market
10 Sec. PK3LCD-1-9 Flint & Genesee Regional Chamber of Commerce (FGCC
10 Sec. PK3LCD-1-10 Kettering University
10 Sec. PK3LCD-1-11
10 Sec. PK3LCD-1-12 Flint Cultural Center Corp dba The Whiting
10 Sec. PK3LCD-1-13 Doyette Mechanical Company Inc
10 Sec. PK3LCD-1-14 Lawful Massage of Grand Blanc Inc
10 Sec. PK3LCD-1-15 MB Ice Management LLC dba Dell Federal Event Center
Tension Fabric Display
CODE:ADVERTISER
PK4TFD-1-2(1A-TFD-1):Destination to Travel LLC
PK4TFD-1-1(1A-TFD-2):Community Foundation of Greater Flint
PK4TFD-1-1(1A-TFD-3):Community Foundation of Greater Flint
PK4TFD-1-2(1A-TFD-4):Destination to Travel LLC
PK4TFD-1-1(1A-TFD-5):Community Foundation of Greater Flint
PK4TFD-1-2(1A-TFD-6):Destination to Travel LLC
PK4TFD-1-2(1A-TFD-7):Destination to Travel LLC
PK4TFD-1-1(1A-TFD-8):Community Foundation of Greater Flint
1A-TFD-9:Hurley Medical Center
1A-TFD-10:University of Michigan - Flint
1A-TFD-11:
1A-TFD-12:McCredie Insurance Agency
1A-TFD-13:
1A-TFD-14:Michigan St university - College of Human Medicine
75" LCD
CODE:ADVERTISER
Airport LED Display
CODE:ADVERTISER
Tension Fabric Banner
CODE:ADVERTISER
1A-TFB-1:University of Michigan - Flint
1A-TFB-2:Acorn Wealth Advisors
1A-TFB-3:City of Lapeer
1A-TFB-4:Flushing Road Urgent Care
1A-TFB-5:McCredie Insurance Agency
1A-TFB-6:Sagano Japanese Bistro
Floor Exhibit
CODE:ADVERTISER
1UL-EX-1:Brookhaven Lake (Suzanne Johnson Sculpture Jewelry
Wall Wrap
CODE:ADVERTISER
PK2MX-1-1(1A-WW-2):Kettering University
1A-WW-1:Flint & Genesee Regional Chamber of Commerce (FGCC
15-WW-1:Flint & Genesee Regional Chamber of Commerce
Column Wrap
CODE:ADVERTISER
PK2CW-1-1(1A-CW-1):
PK2CW-1-1(1A-CW-2):
Interior Jet Bridge Wrap
CODE:ADVERTISER
PK10JBW-1-1(1A-JBW-1):
PK10JBW-1-1(1A-JBW-2):
PK10JBW-1-1(1A-JBW-3):
PK10JBW-1-1(1A-JBW-4):
PK10JBW-1-1(1A-JBW-5):
PK10JBW-1-1(1A-JBW-6):
PK10JBW-1-1(1A-JBW-7):
PK10JBW-1-1(1A-JBW-8):
PK10JBW-1-1(1A-JBW-9):
PK10JBW-1-1(1A-JBW-10):
Window Cling
CODE:ADVERTISER
PK2MX-1-1(1A-WC-1):Kettering University
KEY PLAN



Visitor Info Center

CODE/ADVERTISER
VICJ-1-1:Holiday Inn
VICM-1-1:Highway 23 Motel, dba: Best Western
VICM-1-2:Holiday Inn Express
VICM-1-3:Hampton Inn & Suites Minneapolis Bank
VICE-1-1:Red Roof Inn - Bishop Airport
VICE-1-2:First Preferred Inns Inc DBA Quality Inn & Suites

KEY PLAN

Exhibit D - Concession Agreement

BISHOP INTERNATIONAL AIRPORT AUTHORITY
AIRPORT ADVERTISING CONCESSION AGREEMENT
FOR
BISHOP INTERNATIONAL AIRPORT

This Concession Agreement (herein "Agreement"), made and entered into this _____ day of _____, 202X (the "Effective Date") by and between the **BISHOP INTERNATIONAL AIRPORT AUTHORITY**, a Michigan airport authority ("Authority"), and _____, a _____ corporation ("Concessionaire"); by which the Concessionaire is hereby granted the exclusive right, to the extent allowed by law and subject to the terms hereof, to the advertising concession for all displayed advertising displays inside the Bishop International Airport terminal (Terminal) located in Flint, Michigan.

ARTICLE 1
EXHIBITS

1.1 The exhibits listed below and attached to this Agreement are incorporated herein by this reference:

Exhibit "A"; Description and layout of approved Advertising Areas within the Terminal
Exhibit "B", Monthly Advertising Report
Exhibit "C", ACDBE Participation Report

ARTICLE 2
TERM

2.1 The term shall commence on _____ , 2023 (Effective Date) and continue until the first day immediately before the fifth (5th) anniversary of the Date of Beneficial Occupancy (as defined below), unless terminated earlier by either party under the conditions contained herein subject to earlier termination or extension as provided below (the "Term"). The "Date of Beneficial Occupancy" means the date that represents the first day of the calendar month following the sixth (6th) months immediately following the Effective Date.

2.2 The Term may either (i) continue at Concessionaire's advance written election and the Authority's acceptance for an additional five (5) year extension term or (ii) continue on a month-to-month basis at the mutual agreement of the parties upon the expiration of the Term.

ARTICLE 3
ADVERTISING AREAS

3.1 Authority does hereby grant Concessionaire the exclusive right, to the extent allowed by law and the terms and conditions of this Agreement, to the Terminal advertising concession and the right to use advertising displays in accordance with the terms and conditions of this Agreement.

3.3 Concessionaire shall not use the Advertising Areas, nor permit others to use the Advertising Areas, for any purpose other than the Permitted Uses (as defined below), unless Authority authorizes Concessionaire, in writing, to use the Advertising Areas for additional purposes.

SAMPLE

3.4 If Concessionaire desires to solicit advertising outside the approved Advertising Areas shown in Exhibit A, such approval shall be subject to the approval of the Chief Executive Officer. Such approval would also be required for other Authority property to include outdoors.

ARTICLE 4
CONCESSION PAYMENT

4.1 Concessionaire shall pay to Authority the greater of the Minimum Annual Guarantee (MAG) or the percent of the Annual Gross Revenues. The MAG is the minimum amount the concessionaire agrees to pay the Authority each year during the term of the contract whether or not any advertising space is sold. The MAG is divided by 12 to arrive at the minimum amount that must be paid monthly. The MAG shall be $_____ per year. The MAG shall be prorated on a 12-month basis compared against the Gross Revenues in the monthly report. In the event that the prorated monthly MAG exceeds the Gross Revenues owed for the month, the Concessionaire shall remit the MAG. Reconciliation of the MAG with Gross Revenues will occur at the end of each contract year.

4.2 The term "Gross Revenues" as used herein shall be defined as any and all monies indefeasibly earned and received by the Concessionaire by or on account of advertising sales made and/or services rendered by, at, or from the Airport. "Gross Revenues" shall not include the following when properly recorded and accounted for: (i) any amount paid by advertisers in connection with design, fabrication, installation or removal of the advertiser's display; (ii) any amount paid by the advertisers to Concessionaire for telephone or data service; (iii) advertising agency or other non-affiliated third party commission, fees or discounts, in the aggregate not to exceed fifteen percent (15%) of the rate assessed the advertiser; (iv) any sales or excise tax imposed by law and separately stated to and paid by an advertiser ("Sales Tax"); (v) Amounts owed which are deemed "uncollectible" by Concessionaire after prudent collection efforts; provided, that if at any time during the life of this Agreement or thereafter such "uncollectible" amounts shall be recovered by Concessionaire; and (vi) amounts paid by advertisers in connection with the programming, monitoring, maintaining, and insertion for any new media technologies, including, without limitation, such items as video, computer generated, digital interactive or motion displays.

4.3 Gross Revenue will be disbursed as follows:

- For Gross Revenue each month, Concessionaire will pay Authority _____ percent (XX%) or the MAG, whichever is greater.

4.4 Concessionaire shall, on or before the 20th day of each calendar month, pay for the rights and privileges granted by Authority according to the terms herein set forth, by submitting to Authority a statement showing its Gross Revenue for such calendar month, and by remitting the required payment with such statement based on this Article 4. Said statement (an example is shown as Exhibit B) shall show such reasonable detail and breakdown as may be required by the Authority, but Authority shall not be bound by any presumption as to the correctness of such statement. If requested by Authority, Concessionaire shall furnish an affidavit verifying the accuracy of the monthly statement referenced above.

SAMPLE

4.5 All sums due hereunder, and the report of percentage of Gross Revenue, hereof, shall be forwarded to Authority at the Bishop International Airport Authority, G-3425 W. Bristol Rd. Flint, MI 48507. Payment of sums due may be paid by ACH transaction or by check made payable to Bishop International Airport Authority.

4.6 At the end of each twelve (12) month period, the Concessionaire shall review all payments indefeasibly received by Concessionaire during the previous twelve (12) months. Should Concessionaire's aggregate payments during the preceding twelve (12) month period be less than the percentage outlined above of the total Gross Revenues, such deficiency shall be paid by Concessionaire to Authority within sixty (60) days of the end of the anniversary date of the Agreement, without demand or offset. Should the Concessionaire's aggregate payment exceed the greater of the MAG or the percent of the Annual Gross Revenues due, the Authority will issue a credit, which may be taken by the Concessionaire when they remit their payment for the next billing cycle. If such credit due is at the end of the Term of this Agreement, the Authority will remit a refund.

4.7 If this Agreement is terminated under the provisions stated in Articles 15 or 16 hereof, the monies due hereunder shall be prorated to the date of termination on a monthly basis.

4.8 In the event that Airport should temporarily close for a period exceeding ten (10) consecutive days, Concessionaire may at its discretion, and in lieu of other remedies granted herein, claim an abatement of payments in an amount proportionate to the length of the temporary closure for any month or months in which the Airport is closed. In the event that Concessionaire exercises this option, all other terms and provisions of this Agreement shall remain in full force and effect.

4.9 Without waiving any other right available to Authority in the Event of Default in Concessionaire's payment(s) under this Agreement, in the event that Concessionaire is delinquent in paying Authority for more than five (5) business days from when payment is due, Concessionaire shall pay Authority interest thereon, from the expiration of such five (5) business day period to the date of payment, at an annual interest rate of eighteen percent (18%) per annum (1.5% per month). Such interest shall not accrue with respect to disputed items being contested in good faith by Concessionaire.

ARTICLE 5
STATEMENTS AND RECORDS

5.1 Concessionaire shall keep full and accurate books and records reflecting all of its Gross Revenue at the Airport, and the Authority shall have the right, through its designated representatives, and with seventy-two (72) hour advance notice to Concessionaire, to inspect, during normal business hours, all such records as may be necessary to verify the Gross Sales as reported; and

5.2 Concessionaire shall furnish Authority, on demand, within sixty (60) days after the end of each Agreement year, a statement, signed by a Certified Public Accountant, stating that, in his/her opinion, the annual payments by Concessionaire to Authority during the preceding Agreement year, were made in accordance with the terms and conditions of this Agreement. Such statement shall show all Gross Revenue as shown on the books and records of Concessionaire as they relate to the Advertising Concession at the Airport.

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ARTICLE 6
BASIC SERVICES

6.1 Concessionaire's basic service is to utilize certain space within the approved Advertising Areas provided by the Authority to sell, design, install and remove advertising within the Advertising Areas, and to market such advertising services to others. The Concessionaire certifies it is qualified, experienced and willing to perform the services requested by the Authority.

6.2 Concessionaire hereby agrees to pay all expenses for the installation of advertising display artwork, shall stock brochures if applicable and shall be responsible for repair of any damages to walls and/or building resulting from its installation or removal of any artwork. Concessionaire agrees to notify Authority within twenty-four (24) hours of any noted repairs needed to any Advertising Area or advertising equipment.

6.3 Concessionaire shall obtain all applicable permits, shall furnish all applicable Labor, equipment, accessories and materials, and shall perform all work necessary in full compliance with stated rules and regulations under law, those of the Authority, and this Agreement.

6.4 Concessionaire shall market only the types and numbers of Advertising Areas as reflected in Exhibit "A" in the Airport unless otherwise agreed to by the parties or addressed herein.

6.5 The exact size, number, placement of advertising display artwork will be subject to final approval of the Authority, which approval shall not be unreasonably conditioned, withheld or delayed. Concessionaire shall be responsible to insure that all advertising materials and displays shall be in good taste and to refuse any materials, which through its subject, content or presentation are political, obscene or illegal. Advertising submitted for approval to the Authority shall be deemed approved unless the Authority rejects such advertising copy within forty-eight (48) hours from Concessionaire's submission to the Authority. The Authority reserves the right to require the Concessionaire to make such adjustments deemed necessary to improve the appearance or quality of service rendered in the connection with the advertising program.

6.6 Concessionaire hereby agrees that any Advertising Area that has not been rented, as permitted herein, shall not remain empty or without a display for a maximum period of thirty (30) days. Concessionaire shall be required to place advertising by the Authority or an Authority-approved local non-profit organization, or display public service announcements or filler copy until the space is occupied.

6.7 Concessionaire agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Airport, outside of the specifically designated Advertising Areas without the prior written approval of the Chief Executive Officer or his designee.

SAMPLE

ARTICLE 7
AUTHORITY RESPONSIBILITIES AND RIGHTS

7.1 Authority shall provide, at its expense, power, lighting, and heat to the Advertising Areas. Authority shall provide electrical power to each portion of the Advertising Areas. Specific electrical connections and wall outlets other than those provided initially by Authority shall be at the sole cost of Concessionaire.

7.2 The Authority may utilize any unsold digital advertising displays for self-promotion and other non-commercial public and community messaging, which are of general public interest.

ARTICLE 8
RIGHTS GRANTED TO CONCESSIONAIRE

8.1 During the term hereof, Concessionaire shall have, and Authority hereby gives and grants to Concessionaire, the following Permitted Uses:

8.2 The Permitted Uses as defined herein shall include the development, operation, and management of a commercial sponsorship, advertising and promotions program by selling sponsorships, advertising and promotional space that includes the use of wall and floor space, video walls, promotions and other areas and advertising media as approved by the Authority in and about the Airport Terminal;

8.3 The right, at Concessionaire's sole expense and subject to reasonable regulations of the Authority, to sell attractive and presentable illuminating and/or non-illuminating advertising displays at designated places in the Airport subject to final approval of the Authority; and

8.4 The right upon any termination of this Agreement, and within a reasonable time, not to exceed thirty (30) days, thereafter, to remove such items as may have been installed in or upon the Airport by Concessionaire, provided Concessionaire is not in default in payment in performance of its obligations under this Agreement.

ARTICLE 9
OBLIGATIONS OF CONCESSIONAIRE

Concessionaire hereby covenants and agrees:

9.1 To furnish good, prompt and efficient service, adequate to meet all reasonable demands for providing an advertising concession program at the Airport, on a fair and reasonable basis, and to charge prices for such services which shall be based on the rates charge for like services at other airports of similar size and service conditions.

9.2 That Concessionaire shall be liable for any damage to the Airport, including any improvements and additions thereon, resulting from the acts or omissions of Concessionaire, its officers, agents, employees, contractors subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted.

SAMPLE

9.3 That any of Concessionaire's personnel performing services at the Airport hereunder shall be neat, clean and courteous, and Concessionaire shall not permit its agents, servants, or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.

9.4 That Concessionaire shall abide by and be subject to all rules and regulations, which are now, or may from time to time be formulated by Authority or by any regulatory body with lawful jurisdiction concerning management operation or use of the Airport and advertising therein.

9.5 That it will not permit any lien for labor or materials or any other lien to become attached to or to be foreclosed upon the Airport or improvement thereto or thereon, or any part or parcel thereof.

9.6 That in the event Concessionaire willfully falsifies any of its records or figures so as to deprive the Authority of any of its rights under the terms of this Agreement, such action shall be grounds for cancellation of this Agreement, at the option of the Authority. In the event Concessionaire or any of its agents, officers, or employees shall willfully falsify any records or willfully divert business from the Airport so as to deprive the Authority of any revenues due it under this Agreement, Concessionaire agrees to pay to Authority as liquidated damages, three (3) times the amount due Authority which was diverted away from Authority, together with reasonable attorneys' fees which may be incurred by Authority to prove its right to recover such liquidated damages.

ARTICLE 10
DESIGNATED REPRESENTATIVE

10.1 The Authority designates the Chief Executive Officer or other designee, as its representative in connection with this Agreement. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes and for approving all records pertinent to this Agreement.

10.2 Concessionaire shall designate a local representative to provide the on-site services outlined herein.

ARTICLE 11
LIENS

11.1 Concessionaire shall not suffer any mechanics' or materialmen's lien to be filed against the fee of the Airport or against the Concessionaire's interest in the Advertising Areas by reason of work, labor, services or materials supplied or claimed to have been supplied to the Concessionaire. If any such lien shall at any time be filed as aforesaid, and Concessionaire shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Agreement. However, it shall not be an event of default so long as such lien is being defended in good faith with reasonable diligence by the Concessionaire, and such defense is, in Authority's opinion, likely to be successful.

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ARTICLE 12
WAIVER

12.1 Concessionaire shall indemnify and hold Authority harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage resulting from or out of any occurrence in, upon or at the Airport or any part thereof, occasioned by any act or omission of Concessionaire, its agents, contractors, employees, servants, invitees or licensees. Concessionaire's obligations hereunder shall not include any claims resulting from the acts or omission of Authority, its agents, contractors, employees, servants, invitees or licensees.

12.2 Concessionaire shall store its property in and shall occupy the Advertising Areas at its own risk, and releases Authority to the full extent permitted by law from all claims of every kind resulting in loss of life, personal or bodily injury or property damage except to the extent such injury or damage results from the acts or omission of Authority, its agents, contractors, employees, servants, invitees or licensees.

12.3 Authority shall not be responsible or liable at any time for any loss or damage to Concessionaire's equipment, fixtures or other personal property of Concessionaire or to Concessionaire's business except to the extent such loss results from the acts or omission of Authority, its agents, contractors, employees, servants, invitees or licensees.

12.4 Authority shall not be responsible or liable to Concessionaire or to those claiming by, through or under Concessionaire for any loss or damage to either the person or property of Concessionaire that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining areas.

12.5 Authority shall not be responsible for any defect, latent or otherwise, of which the Advertising Areas are a part, or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Authority be responsible or liable for any injury, loss or damage to any person or to any property of Concessionaire or other person caused by or resulting from bursting, breakage, leakage, running, backing up, seepage, or the overflow of water, sewerage, steam, snow or ice, in, any part of the Advertising Areas or for any injury or damage caused by or resulting from acts of God or the elements. Neither party shall be liable for acts of God.

ARTICLE 13
LIABILITY INSURANCE REQUIREMENTS

13.1 The Concessionaire shall procure and maintain in full force and effect during the terms of this Agreement, minimum levels of insurance coverage, which shall be primary as to any other valid and collectible insurance, and in the following amounts:

A. Workers Compensation: The Concessionaire shall purchase and maintain Workers Compensation Insurance Coverage in the form and amount required by Michigan law.

B. Comprehensive General Liability and Automobile Liability Coverage's: The Concessionaire shall procure and maintain a Comprehensive General Liability policy, and Automobile liability coverage for all vehicles used in connection with

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its operation at the Airport, with liability limits in the amount of not less than One Million Dollars ($1,000,000) single limit liability for bodily injury, including death, and property damage in one occurrence. Said policies of insurance must include coverage for projects liability.

C. The Authority, City of Flint, and Genesee County and their officers, directors, agents and employees shall be named as additional insured on the above policies of insurance with the exception of Workers Compensation. The policies shall be written by reputable companies authorized to write such insurance in the State of Michigan, rated no less than A-1X by A.M. Best, and satisfactory to the Authority. Policies shall provide that thirty (30) days advanced written notice be given to the Chief Executive Officer before a policy is canceled, or not renewed. The usual words in the cancellation clause of the insurance certificate which state "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken. The Concessionaire shall furnish to the Authority copies of the required Certificate of Insurance in a form satisfactory to the Authority.

D. All insurance coverage's of the Concessionaire, whether required or not, shall contain a Waiver of Subrogation clause, waiving subrogation against the Authority.

E. The Concessionaire shall not violate the terms of prohibitions of insurance policies required to be furnished by the Concessionaire.

13.2 Authority agrees to save and keep Concessionaire harmless from any and all loss, expense or liability resulting from negligence of Authority or any of its employees or agents in the maintenance or operation of the Airport to the extent allowed by the state of Michigan.

13.3 Liability insurance, which shall include commercial general and automobile liability insurance, to insure against risks customarily insured against by similar businesses engaged in services of the type to be transacted under this Agreement.

13.4 Authority and Concessionaire and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Airport or in connection with property on or activities conducted on the Airport, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Provided, however, that such release shall not operate in any case where the effect is to invalidate or increase the costs of such insurance coverage (provided, that in the case of increased costs, the other party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force and effect).

13.5 Concessionaire's carrying of the insurance required by this Agreement shall not relieve Concessionaire of any other of its obligations under this Agreement.

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ARTICLE 14
INDEMNIFICATION

14.1 The Authority shall stand indemnified by the Concessionaire as provided herein. It is expressly understood and agreed by and between the parties that the Concessionaire is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Authority shall in no way be responsible therefor.

14.2 The Concessionaire agrees to indemnify, defend, save and hold harmless the Authority, its officers, directors, agents, and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demand and expenses, including costs of suit and reasonable attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injury (including death) to any person or damage to any property or person, resulting from any acts or omission of the Concessionaire, its agents, guests, invitees, employees, or contractors in connection with the Concessionaire's use of the Advertising Areas or its operations at the Airport, except to the extent caused by the negligence or willful misconduct of the Authority, its Officers, directors, agents, or employees.

14.3 Upon the filing with the Authority of a claim for damages arising out of incidents for which Concessionaire herein agrees to indemnify, defend, save and hold harmless the Authority, the Authority shall notify the Concessionaire of such claim. Any final judgment rendered against the Authority for any cause for which the Concessionaire is liable hereunder shall be conclusive against the Concessionaire as to liability and amount provided the Authority has notified the Concessionaire of such claim as provided above and provided Concessionaire an opportunity to defend such claims with counsel of its choosing.

ARTICLE 15
TERMINATION BY AUTHORITY

15.1 Authority may cancel this Agreement by giving Concessionaire thirty (30) days advance written notice, upon or after the happening of any of the following events (herein "Event of Default"):

15.2 The filing by Concessionaire of a voluntary petition in bankruptcy;

15.3 The adjudication of Concessionaire as bankrupt pursuant to involuntary bankruptcy proceedings;

15.4 The appointment of a receiver of Concessionaire's assets if s/he is not removed within thirty (30) days;

15.5 The divestiture of Concessionaire's estate herein by other operation of law;

15.6 The abandonment by Concessionaire of its conduct of display advertising at the Airport, which shall be defined as Concessionaire's failure to conduct regular and continuing operations at the Airport in accordance with the requirements of this Agreement for three (3) months;

15.7 The default by Concessionaire in the performance of any covenant or agreement herein required to be performed by Concessionaire and the failure of Concessionaire to remedy such default for a period of thirty (30) days after receipt from Authority of written notice to remedy the same or

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such longer period as may be reasonably necessary to cure such failure so long as Concessionaire has commenced and is diligently pursuing; or

15.8 The default by Concessionaire, on three (3) separate occurrences throughout the term of this Agreement, for nonpayment of monies due on or before the twentieth (20th) day of each month and issuance of a written notice to remedy such default within ten (10) business days after receipt from Authority;

15.9 Provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Concessionaire shall have remedied the default prior to receipt of Authority's notice of cancellation.

15.10 No waiver of default by Authority of any of the terms or conditions hereof to be performed, kept and observed by Concessionaire, shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained to be performed, kept and observed by Concessionaire.

15.11 If Concessionaire is considered in default of this Agreement, Authority may utilize any remedy available to it under the laws of the State of Michigan. In the event of default by Concessionaire, Concessionaire shall be responsible for any and all reasonable attorney's fees, costs of collection, and costs incurred by the Authority as a result of Concessionaire's default.

ARTICLE 16
TERMINATION BY CONCESSIONAIRE

16.1 In addition to all other remedies available to Concessionaire, this Agreement shall be subject to cancellation by Concessionaire should any one or more of the following events occur:

16.2 The permanent abandonment of the Airport by Authority or the permanent removal of all certificated passenger airline service from the Airport;

16.3 The Airport experiences a decrease in passenger enplanements of thirty percent (30%) or more from year 2018 totals;

16.4 The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict Concessionaire from conducting its business and the remaining in force of such injunction for at least thirty (30) days;

16.5 The breach by Authority of any of the terms, covenants, or conditions of this Agreement to be kept, performed, and observed by Authority, and the failure of Authority to remedy such breach for a period of thirty (30) days after written notice from Concessionaire of the existence of such breach; or

16.6 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Concessionaire from conducting its business if such restriction be continued for a period of thirty (30) days or more.

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ARTICLE 17
AIRPORT MASTER PLAN AND AIRPORT EXPANSION

17.1 Concessionaire agrees that no liability shall attach to Authority by reason of any efforts or action taken toward implementation of any present or future master plan for the modification, enlargement or relocation of the Airport, and, for and in consideration of the granting of the rights and privileges herein granted Concessionaire waives any right to claim damages or other consideration which may arise there from.

17.2 In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Concessionaire's operations, or in the event of destruction by fire or other cause at all, of a material proportion of the Airport or Airport facilities, or if Concessionaire's operations shall for any reason, similar or dissimilar, be materially interfered with for a period in excess of thirty (30) days, then, and in any of those events, Concessionaire shall have the right upon written notice to Authority to terminate this Agreement and Concessionaire's further obligations hereunder, or at its option to suspend this Agreement for the periods of such disability, in which cases payment shall not be paid or payable from the effective date of such notice until normal operations shall have been restored and Authority shall return to Concessionaire a just proportion of any payment which may have been paid in advance for a month or portion thereof which falls within the period of disability.

Force Majeure: Neither the Authority nor Concessionaire shall be deemed to be in violation of this Agreement for reason of failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage or any other events, conditions or circumstances for which they are not responsible and/or which are not within their control.

17.3 Concessionaire recognizes that from time to time during the term of this Agreement should growth and expansion of the Airport require, it may be necessary for the Authority to initiate and carry forward extensive programs of construction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt the Concessionaire in its operations at the Airport. The Concessionaire agrees that no liability shall attach to the Authority, its Board of Directors, officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, so long as the same are reasonable under the circumstances, and for and in further consideration of the Airport, the Concessionaire waives any right to claim damages or other consideration therefore, except that the monies payable under Article 4 shall abate during and for such period that access to the Terminal and/or access to the Advertising Areas by Concessionaire or by passengers from commercial aircraft is denied by reason of construction.

17.4 If expansion should require, Authority reserves the right to relocate all advertising displays, to comparable locations, which are agreed upon by both parties, within the Airport Terminal building, at Authority's cost and expense.

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ARTICLE 18
NOTICES

18.1 All notices from Concessionaire to the Authority required or permitted by any provision of this Agreement shall be directed to Authority as follows:

Bishop International Airport Authority
Attention: Chief Executive Officer
3425 W. Bristol Rd.
Flint, Michigan 48507

All notices from Authority to Concessionaire required or permitted hereunder shall be directed as follows:

Concessionaire Name
Concessionaire Street Address
Concessionaire City, State Zip

All notices to be given hereunder by either party shall be written and sent by certified mail, return receipt requested, postage prepaid, addressed to the party intended to be notified at the address set forth above. Either party may, at any time, or from time to time, notify the other in writing of a substitute address or substitute person to whose attention the notice is to be sent for that set forth above, and, thereafter, notices shall be directed to such substituted address or substituted person. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date received, as evidenced by the return receipt of the registered or certified mail.

ARTICLE 19
APPLICABLE LAWS

19.1 This Agreement shall be construed under the laws of the State of Michigan and all applicable laws, ordinances, statutes, rules, regulations or orders of any governmental authority, federal, state, or municipal, lawfully exercising authority over the Airport or Concessionaire's operations hereunder, including the Federal Aviation Administration (FAA). This Agreement shall be performable and enforceable in Genesee County, Michigan.

19.2 In addition to, and not to the exclusion of all other applicable rules promulgated by the FAA, Concessionaire agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, and embodied in 49 C.F.R. Parts 1542 and 1544.

ARTICLE 20
LIEN

20.1 In addition to any other rights or remedies allowed by law, the Authority shall have a lien on all of the property of the Concessionaire used or situated in the Advertising Areas, to secure payment of amounts owed hereunder by the Concessionaire to the Authority at any time during the existence of this Agreement, and in default of payment may take possession of and sell such of said property as may be sufficient to pay the delinquent indebtedness. Notwithstanding anything

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contained herein to the contrary, Concessionaire agrees that it shall have no property rights in the Terminal.

ARTICLE 21
SUCCESSORS AND ASSIGNS

21.1 The Authority and the Concessionaire, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

21.2 Neither the Authority nor the Concessionaire shall assign or transfer any interest in this Agreement without the written consent of the other.

21.3 If an assignment is made, Concessionaire shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the Assignment, unless Authority specifically releases Concessionaire from future liability, in writing.

ARTICLE 22
VERBAL AGREEMENT OR CONVERSATION

22.1 No verbal agreement or conversation with any director, officer, agent, or employee of the Authority, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the Concessionaire to any additional payment whatsoever under the terms of this Agreement.

ARTICLE 23
INDEPENDENT CONTRACTOR

23.1 Neither the Concessionaire nor the Concessionaire's employees are considered to be employees of the Authority for any purpose whatsoever. Concessionaire is considered an independent contractor at all times in the performance of the Basic Services described in Article 6. Concessionaire further agrees that neither Concessionaire nor its employees are entitled to any benefits from the Authority under the provisions of the Workers' Compensation Act of the State of Michigan. It is understood that the Authority or the Airport is not in any way or for any purpose a partner or joint venture with, or agent of, Concessionaire in the use of the Advertising Areas for any purpose.

ARTICLE 24
WAIVER

24.1 Should Concessionaire breach any of its obligations hereunder, Authority, nevertheless, may thereafter accept from Concessionaire any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving Authority's right to exercise its default rights hereunder, or any other remedies provided by law for said breach. In addition, any waiver by

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either Party of any default, breach or omission under this Agreement shall not be construed as a waiver of any subsequent or different default, breach, or omission.

ARTICLE 25
PARTIAL INVALIDITY

25.1 If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant or condition to persons or events other than those to which it is held to be invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be considered severable and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 26
TAXES AND ASSESSMENTS

26.1 Concessionaire shall pay all personal property taxes and other taxes related to Concessionaire's property or Concessionaire's use of the Advertising Areas under the terms of this Agreement. Concessionaire shall have the right, by giving written notice to Authority of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge or assessment at any time before such tax, charge, or assessment becomes a lien against Authority's property. At Concessionaire's request, Authority shall join in such proceeding. The expenses of such proceeding, including all of Authority's costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting Concessionaire in such proceeding, shall be paid by Concessionaire.

ARTICLE 27
SURRENDER UPON TERMINATION

27.1 Upon the expiration or sooner termination of this Agreement, Concessionaire, at its own expense, shall:

27.2 Remove from the Advertising Areas, any improvements it constructed;

27.3 Restore the Advertising Areas to its original condition following any such removal, reasonable wear and tear excepted.

27.4 Concessionaire shall have the right to remove its advertising displays and other items of personal property from the Advertising Areas within thirty (30) days of the day of expiration or sooner termination of this Agreement. Should Concessionaire fail to remove its personal property within said time, Authority shall have the right to remove said personal property and to place it into storage on Concessionaire's behalf and at Concessionaire's sole cost and expense.

27.5 At least sixty (60) days prior to the end of the Term or termination of this Agreement, Concessionaire agrees to cooperate with Authority by providing information regarding the current advertisers, including the status of their agreements with Concessionaire. All such agreements may be assigned to the Authority.

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ARTICLE 28
SUBSTITUTION OF ADVERTISING AREAS

28.1 Authority has the right to take any part of the Advertising Areas if, at the sole discretion of Authority, such areas are required for Airport Purposes. If such action is taken, Authority shall, to the extent possible, substitute a comparable location permitting comparable public access and visibility to, Concessionaire's advertising displays and equal desirability to Concessionaire's clients. Authority shall bear all expenses of moving Concessionaire's advertising displays to the substituted location. If such relocation is unacceptable to Concessionaire's advertising client or, if such alternate location is unavailable, Authority shall reimburse Concessionaire for all costs of removing the Advertising display and graphics. Also, if applicable, if such alternate location is unavailable, Authority shall take possession of and reimburse Concessionaire for the advertising display fixture at the then current depreciated cost. It is the specific intent of this Article that Concessionaire be placed, to the extent possible, in the same position it would have been had Authority not substituted new Advertising Areas for the existing Advertising Areas; provided, however, that Authority shall not be obligated to reimburse Concessionaire for lost profits due to such substitution.

28.2 If the Authority deletes one or more advertising locations contained in the Advertising Areas, and does not, within three (3) months from such deletion, provide Concessionaire with a comparable replacement site, Authority shall (i) reimburse Concessionaire for the unamortized net book value of the deleted advertising displays; and (ii) Concessionaire's Minimum Annual Guarantee shall be proportionally reduced.

ARTICLE 29
LAWFUL AND REASONABLE USE

29.1 Concessionaire may not do anything in or upon the Airport, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire, cause a safety hazard to persons, obstruct or interfere with the rights of any other concessionaire(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government.

29.2 All display advertising fixtures installed by Concessionaire shall meet the design requirements of the American's with Disabilities Act (ADA). Authority may but is not required to inform Concessionaire of any violation and set a date for abatement.

ARTICLE 30
GENERAL CIVIL RIGHTS PROVISIONS

30.1 Compliance with Title VI of the civil Rights Act of 1964:

A. Concessionaire for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event improvements are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-

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discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

B. Concessionaire does hereby covenant and agree as a covenant running with the land that:

i. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said services;

ii. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the provision of such construction or services; and

iii. Concessionaire shall use the Advertising Areas in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

30.2. Compliance with 49 USC 47123 and regulations prescribed to carry out this section: Concessionaire shall assure that no person is excluded from participating in, denied the benefits of, or is otherwise subjected to discrimination in the conduct of its activities, on the grounds of race, creed, color, national origin or sex and shall comply with the requirements of 14 CFR 152, Subpart B to the extent that such requirements are applicable to Concessionaire's activities at the Airport.

30.3. Compliance with 49 USC 41705: Concessionaire agrees that it will not discriminate against any otherwise qualified individual on the following grounds: (1) the individual has a physical or mental impairment that substantially limits one or more major life activities; (2) the individual has a record of such impairment; (3) the individual is regarded as having such an impairment.

30.4 Compliance with sections 1209 and 2209 of MCLA Chapter 37: Concessionaire and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Furthermore, the Concessionaire and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of these covenants may be regarded as a material breach of the contract.

30.5. Compliance with Lease Agreement between the Authority and the City of Flint: Concessionaire agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related to employment because of such employees or applicant's race, color, religion, national origin, ancestry, age, sex, or disability except where a requirement as to age or sex is based on a bona fide occupational qualification.

30.6. Cooperation with Enforcement Procedures: Concessionaire agrees to comply with such enforcement procedures as the United States might demand that the Authority take in order to comply with the Authority's Assurances to the United States.

SAMPLE

ARTICLE 31
ACDBE PARTICIPATION

31.1 The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this Agreement. It is the policy of Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. An ACDBE specific goal has been established for this agreement as XX% of the Minimum Annual Guarantee.

31.2 The following information has been submitted and approved by Authority: (1) the names and addresses of ACDBE firms and suppliers that will participate, (2) a description of the work that each ACDBE will perform, (3) the dollar amount of the participation of each ACDBE firm participating, (4) written and signed documentation of commitment to use and ACDBE whose participation it submits to meet a contract goal; and (5) written and signed confirmation from the ACDBE that it is participating as provided in Contractor's commitments hereunder.

31.3 Concessionaire shall make good faith efforts to replace an approved ACDBE that is terminated or has otherwise failed to complete its agreement or subcontract with another certified ACDBE, to the extent needed to meet the specific goal. Good faith efforts are defined in Appendix A, 49 CFR Part 26. The Contractor must notify the Operations Manager immediately of the ACDBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the Contractor must obtain Authority approval of the substitute ACDBE and provide copies of new or amended subcontracts of documentation of good faith efforts. If the contractor fails to comply, the Operations manager may issue a termination for default proceeding.

31.4 Changes to the approved ACDBE listing must receive prior approval of Authority. Contactor will be required to report participation on the form included in Exhibit C on a quarterly basis.

ARTICLE 32
MISCELLANEOUS

32.1 Authority agrees that all design rights of the advertising displays are the property of Concessionaire unless Authority purchases such displays from Concessionaire as herein provided.

32.2 Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Authority and the Concessionaire or between the Authority and any other party, or cause the Authority to be responsible in any way for the debts or obligations of the Concessionaire or any other party.

32.3 Authority is entitled to accept, receive and cash or deposit any payment made by Concessionaire for any reason or purpose or in any amount whatsoever, and apply the same at Authority's option to any obligation of Concessionaire and the same shall not constitute payment of any amount owed except that to which Authority has applied the same. No endorsement or statement on any check or letter of Concessionaire shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Authority's right to recover any and all amounts owed by Concessionaire hereunder, and Authority's right to pursue any other available remedy.

SAMPLE

32.6 There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Authority and Concessionaire other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Authority or Concessionaire unless in writing and signed by them.

32.7 If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

32.8 This Agreement shall be construed without reference to titles of articles and sections, which are inserted only for convenience of reference.

32.9 The use herein of a singular term shall include the plural and use of the masculine, feminine or neutral gender shall include all others.

32.10 If Concessionaire is a partnership or other business organization, the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.

32.11 This Agreement shall inure to the benefit of and be binding upon the Authority or Concessionaire and their respective heirs, executors, administrators, successors and such assigns and subtenants as may be permitted hereunder.

32.12 Each individual executing this Agreement on behalf of a corporation represents and warrants that s/he has the authority to do so.

32.13 Concessionaire shall comply with all laws, orders or regulations of any governmental authority relating to the use of the Advertising Areas, including, but not limited to, the regulations and rules adopted by Authority, the Federal Aviation Administration (and specifically, without limitation, Federal Aviation Regulations, Parts 139 and Transportation Security Regulation Part 1542), and any other entity having authority applying to or affecting the Airport. Any violation by Concessionaire, its employees, suppliers, guests, business invitees, or agents of any rule or regulation which results in the assessment of a fine against Authority by the Federal Aviation Administration shall be the responsibility of Concessionaire, and the fine shall be paid by Concessionaire.

32.14 Authority reserves for the use and benefit of the public a right of flight for the passage of aircraft in the air space overlying the Airport, together with the right to cause in that air space such noise as is inherent in the operation of aircraft using the air space for landing at, taking off from, or operating at the Bishop International Airport. Concessionaire shall not erect or allow the erection or maintenance of any structure or object or permit any growth which violates federal or state law regarding tall structures, including, but not limited to, 14 C.F.R. Part 77 and Ind. Code '8-21-10-1, et seq., and any amendments thereto.

SAMPLE

ARTICLE 33
ENTIRE AGREEMENT

33.1 This Agreement consists of Articles 1 to 33 inclusive and Exhibits A, B and C

33.2 This Agreement represents the entire and integrated agreement between the Authority and the Concessionaire superseding all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Authority and the Concessionaire. Nothing contained in this Agreement, nor shall the performance of the parties hereunder, inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year written above.

SIGNED IN THE PRESENCE OF:

BISHOP INTERNATIONAL AIRPORT AUTHORITY

By:_____

By: _____

CONCESSIONAIRE

By:_____

By: _____

SAMPLE

EXHIBIT A
ADVERTISING AREAS

SAMPLE

EXHIBIT B

BISHOP INTERNATIONAL AIRPORT AUTHORITY
MONTHLY ADVERTISING REPORT

REPORTING PERIOD _____

DESIGNATED ADVERTISING SPACE _____

Advertiser	Space #	Contract Start	Contract End	Monthly Rate	% of Gross Revenue	FNT Revenue
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
			TOTAL	$		$

FNT Commission XX% _____

MONTHLY MAG _____

GREATER OF MAG OR XX% _____

AMOUNT REMITTED _____

SAMPLE

EXHIBIT C

ACDBE PARTICIPATION REPORT

Date: _____

Concessionaire Name: _____

% ACDBE Goal: _____

Current Period – From: _____ To: _____

Name of ACDBE Firm	Description of services provided	Subcontractor? "X" = Yes	Service Provider "X" = Yes	Supplier "X" = Yes	ACDBE Payments or Gross Receipts this Period (if applicable)	ACDBE Parments or Receipts Year-To-Date

Total service/supplier payments by Concessionaire Year to Date (if applicable): _____

Total Gross Receipts Year to Date: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION AT ANY TIME.

_____

Signature & Title

SAMPLE

EXHIBIT E

Bishop International Airport Authority Monthly Advertising Report

Reporting Period _____ Designated Advertising Space - Part A

Advertiser	Space #	Contract Start	Contract End	Monthly Rate	% of Gross Revenue	FNT Revenue
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
			TOTAL	$		$

Monthly MAG _____

FNT Commission Part A _____

Specialty Approved Advertising Space - Part B

Advertiser	Space #	Contract Start	Contract End	Monthly Rate	% of Gross Revenue	FNT Revenue
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
				$		$
			TOTAL	$		$

FNT Commission B _____

FNT Total Commission (A&B) _____