CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	0 <u>1/04/2017</u>
Contract/Lease Control #:	<u>C17-2504-AP</u>
Bid #:	N/A
Contract/Lease Type:	CONTRACT
Award To/Lessee:	CLEAR CHANNEL AIRPORTS
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	01/01/17
Term:	12/31/2021
Description of Contract/Lease:	AIRPORT ADVERTISING
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	tstage@co.okaloosa.fl.us
Closed:	

Finance Department Contracts & Grants Office

Date:

cc:

This bond replaces Argonaut Insurance Company Bond No. SUR0054357 and extil all liability.

CONTRACT#: C17-2504-AP **CLEAR CHANNEL AIRPORTS** AIRPORT ADVERTISING EXPIRES: 12/31/2021

KNOW ALL MEN BY THE	ESE PRESENTS that we	In-Ter-Sn	ace Services Inc DRA	A Clear Channel Airports
RETOWN REDUNERY DT 1111	as Principal, and		Hathaway Specialty Ins	
licensed to do business in th		Nebraska		, are held and firmly bound unto
needbed to do basiness in in	Okaloosa County	TTODIAGNA	(Obligee), in the	CONTROL OF THE PARTY AND DESCRIPTION OF THE PARTY OF THE
		Thousand & 00/1		penar sum or
Dollars (\$5,000.00				ayment of which sum, well and
truly to be made, the Princip assigns, jointly and severally	oal and Surety do bind them			
THE CONDITION OF THI	S OBLIGATION IS SUCH	f, that whereas the	above bounden Princ	ripal has entered into a
certain written Contract wit	h the above named Obligee	, for		
Advertising Conce	ssion Agreement at the Des	tin-Fort Walton Be	ach Airport Contract N	No. C17-2504-AP
and more fully described in incorporated herein by refer the bond as set out below.				nde a part hereof and rotherwise modify the term of
the Contract, according to the	he terms, stipulations or conforce and effect. This bond is	iditions thereof, th	en this obligation sha	romptly and faithfully perform Il become null and void, by the Obligee subject to the
	ions of the Contract, the term , and may be extended be or inability of the Principa	by the Surety by C al to file a replace	ontinuation Certificate ment bond in the even	July 12, 2021 e. However, neither nonrenewal, at of nonrenewal, shall itself
by the Surety, nor the failur constitute a loss to the Oblig under this bond and all cont exceed the amount as set for	ions of the Contract, the term , and may be extended be e or inability of the Principa gee recoverable under this be tinuation certificates issued	by the Surety by C al to file a replace cond or any renew in connection the ditions, riders, or	ontinuation Certificate ment bond in the ever al or continuation the rewith shall not be cur endorsements properly	e. However, neither nonrenewal, at of nonrenewal, shall itself reof. The liability of the Surety mulative and shall in no event
until July 12, 2022 by the Surety, nor the failure constitute a loss to the Oblig	ions of the Contract, the terr , and may be extended be e or inability of the Principa gee recoverable under this be tinuation certificates issued rth in this bond or in any ad	y the Surety by C al to file a replace bond or any renew in connection the	ontinuation Certificate ment bond in the ever al or continuation the rewith shall not be cur	e. However, neither nonrenewal, at of nonrenewal, shall itself reof. The liability of the Surety mulative and shall in no event
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by the Surety, nor the failur constitute a loss to the Oblig under this bond and all cont exceed the amount as set for supplements thereto.	ions of the Contract, the terr , and may be extended be e or inability of the Principa gee recoverable under this be tinuation certificates issued rth in this bond or in any ad	by the Surety by C al to file a replace bond or any renew in connection the lditions, riders, or July In-	ontinuation Certificate ment bond in the ever all or continuation the rewith shall not be cur endorsements proper 2021 Ter-Space Services, 1	e. However, neither nonrenewal, at of nonrenewal, shall itself reof. The liability of the Surety mulative and shall in no event by issued by the Surety as
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by the Surety, nor the failure constitute a loss to the Obligunder this bond and all contexceed the amount as set for supplements thereto. Sealed with our seals and definitions. Witness	ions of the Contract, the terr _, and may be extended by the or inability of the Principal gee recoverable under this be tinuation certificates issued rth in this bond or in any ad ated this12th day of	by the Surety by C al to file a replace; cond or any renew in connection thei ditions, riders, or July In-	ontinuation Certificatement bond in the ever all or continuation the rewith shall not be currendorsements properly 2021. Ter-Space Services, I	e. However, neither nonrenewal, at of nonrenewal, shall itself reof. The liability of the Surety mulative and shall in no event by issued by the Surety as Inc. DBA Clear Channel Airports Specialty Insurance Company.
by the Surety, nor the failur constitute a loss to the Oblig under this bond and all cont exceed the amount as set for supplements thereto. Sealed with our seals and date	ions of the Contract, the terr, and may be extended b re or inability of the Principa gee recoverable under this b tinuation certificates issued rth in this bond or in any ad ated this	by the Surety by C al to file a replace; cond or any renew in connection thei ditions, riders, or July In-	ontinuation Certificate ment bond in the ever all or continuation the rewith shall not be currendorsements properly 2021. Ter-Space Services, In the pal Berkshire Hathaway Services Additional Parkshire Hathaway S	e. However, neither nonrenewal, at of nonrenewal, shall itself reof. The liability of the Surety mulative and shall in no event by issued by the Surety as Inc. DBA Clear Channel Airports Specialty Insurance Company.

OKALOOSA COUNTY, FLORIDA

LMS-17125 01/06

Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor

10

contact us at: BHSI Surety



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Tannis Mattson, Sandra Parker, Mary Ann Garcia, Laura Sudduth, Amanda Turman-Avina, 2929 Allen Parkway, Suite 2500 of the city of Houston, State of Texas, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY.

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY.

By:

David Fields, Vice President



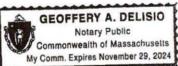


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Geoffy Dilinio Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 12, 2021.











CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

_				_		ERTIFICATE HOLDER.							
lf	SUE	BROGATION IS	WAIVED, subject	to ti	he te	ITIONAL INSURED, the pressure and conditions of the	re polic	cy, certain p	olicies may i				
_			ot conter rights	o the	cen	ificate holder in lieu of s							
PRO		R MARSHUSAInc.					CONTA NAME:	Cauly	Crown				
		nARSH USA IIIC. 1400 Comerica Bank C	antor				PHONE (A/C. No	(210)	691-4173		FAX (A/C, No):	210) 73	37 3584
	1	717 Main Street	CITO				E-MAIL ADDRE		Crown@marsh.co	om	110011102		
	0	Pallas, TX 75201					Appril		SURER(S) AFFOR	DING COVERAGE	····		NAIC#
CN1)1851	261-GAWU-GAWU-2	1-22 VPS	7900	0	Inter 79000	INGLIDE		nion Fire Insurance				19445
INSU	RED					·····		R B : AIU Insura					19399
		n-Ter-Space Services, icensed as Clear Cha						ERC: N/A	ilice Company				N/A
			rifiei Airports : LLC & its subsidiaries						Communication S	tete of Con-ordernia			19429
		830 North Loop 1604\							Company or the S	tate of Pennsylvania			10420
	5	San Antonio, TX 7824	9				INSURE			 			
<u></u>	/ED	AGES		TIE	CATE	NUMBER:	INSURE	R F : I-003503875-13		REVISION NUM	IDED: 10		<u> </u>
	_					RANCE LISTED BELOW HA						E POI	ICY DEBIOD
						NT, TERM OR CONDITION							
CI	RTI	FICATE MAY BE	ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBE				
E) INSR	CLL	JSIONS AND CON	DITIONS OF SUCH		CIES.	LIMITS SHOWN MAY HAVE	BEEN	POLICY EFF	PAID CLAIMS.				
LTR		TYPE OF INS	···	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MIM/DD/YYYY)		LIMITS		
Α	X_	COMMERCIAL GEN		ĺ	ĺ	GL6547077		03/31/2021	03/31/2022	EACH OCCURRENCE DAMAGE TO RENTE		<u> </u>	2,000,000
		CLAIMS-MADE	X OCCUR	İ	ļ					PREMISES (Ea occu	mence)	\$	2,000,000
]]	<u> </u>		ļ		MED EXP (Any one p	erson)	s	Excluded
			_	1					()	PERSONAL & ADV II	NJURY :	\$	2,000,000
	GEN	I'L AGGREGATE LIMI			1					GENERAL AGGREG	ATE	\$	2,000,000
		POLICY PRO	X LOC	1	}			j		PRODUCTS - COMP	OP AGG	\$	2,000,000
		OTHER:							<u> </u>			\$	
A	AUT	OMOBILE LIABILITY				CA7030897 (AOS)		03/31/2021	03/31/2022	COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
Α	Х	ANY AUTO		1	ľ	CA7030899 (MA)		03/31/2021	03/31/2022	BODILY INJURY (Pe	r person)	5	
D	Х	OWNED AUTOS ONLY	SCHEDULED AUTOS			CA7030898 (VA)		03/31/2021	03/31/2022	BODILY INJURY (Pe	- 1	\$	
	X	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY	ļ		ļ				PROPERTY DAMAG (Per accident)	Ē	\$	
		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7]				j	!			\$	
		UMBRELLA LIAS	OCCUR		\Box					EACH OCCURRENC	E	<u> </u>	
		EXCESS LIAB	CLAIMS-MADE	1	1	}		ŀ	}	AGGREGATE		<u>· </u>	
		DED RETEN		1				ļ	!		- 1	<u> </u>	
В		RKERS COMPENSATI	DN			WC016393112 (California)		03/31/2021	03/31/2022	X PER STATUTE	PTH-		
В		EMPLOYERS' LIABIL PROPRIETOR/PARTNI		{	1	WC016393113 (Florida)		03/31/2021	03/31/2022	E.L. EACH ACCIDEN		s	1,000,000
	OFFI (Man	PROPRIETOR/PARTNI CER/MEMBEREXCLU Idatory in NH)	DED? N	N/A				ļ	<u> </u>	E.L. DISEASE - EA E			1,000,000
	If ve	s, describe under CRIPTION OF OPERA	TIONS holow	ļ		Continued On Next Page		J]	E.L. DISEASE - POL			1,000,000
	DES	CRIPTION OF OPERA	TIONS DEIOW	-	 					E.L. DISEASE - FOL	CTLIMIT	*	
								!	ļ :				
				1	(ĺ		}			{		
DES	RIPT	TON OF OPERATIONS	S/I OCATIONS / VEHIC	LES //	COST) 101, Additional Remarks Schedu	le meu h	a attached if mor	e enece la recuir	i			
						ditional insured (except workers corr					s primary and	d non-co	ontributory, but only
						n contract. Waiver of subrogation wh							the Named Insured
only.								CONTR	RACT#⊢∩	17-2504-AF	,		<u> </u>
								CIFAD	CHARIE	17-20U4-AF			ļ
								VIDDO		EL AIRPOR	TS		ſ
								AIKPO	RTADVE	RTISING			
								EXPIRE	S: 12/31,	/2021			
CEI	RTIF	ICATE HOLDE	R				CA_	-		_ ·			

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee

Marrooni Mulenerjee

Okaloosa County

5749 A Old Bethel Road Crestview, FL 32536 AGENCY CUSTOMER ID: CN101851261

LOC#: San Antonio



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
MARSH USA Inc.		In-Ter-Space Services, Inc.
		Licensed as Clear Channel Airports
POLICY NUMBER		Clear Channel Outdoor, LLC & its subsidiaries
		4830 North Loop 1604W, #111
<u></u>		San Antonio, TX 78249
CARRIER N	IAIC CODE	
		EFFECTIVE DATE:
`		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Continued:

Policy Number: WC016393110

Arizona (AZ), Colorado (CO), Delaware (DE), Georgia (GA), Illinois (IL), Indiana (IN), Kentucky (KY), Maryland (MD), Michigan (MI), Minnesota (MN), Nebraska (NE), New Mexico (NM), Nevada (NV), New Hampshire (NH), New Jersey (NJ), New York (NY), North Carolina (NC), Oregon (OR), Pennsylvania (PA), South Carolina (SC), Tennessee (TN), Texas (TX), Virginia (VA)

Effective Date (MM/DD/YYYY)*: 03/31/2021

Expiration Date (MM/DD/YYYY)*: 03/31/2022

Carrier: AIU Insurance Company

Policy Number: WC016393111

Massachusetts (MA), North Dakota (ND), Ohio (OH), Washington (WA), Wisconsin (WI), Wyoming (WY)

Effective Date (MM/DD/YYYY)*: 03/31/2021 Expiration Date (MM/DD/YYYY)*: 03/31/2022 Carrier: New Hampshire Insurance Company

Workers Compensation is evidenced for employees of the Named Insured Only.

Certificate Holder included as additional insured on General Liability and Auto Liability, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

The Auto Liability policy is primary, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

The General Liability policy is primary and non-contributory, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

Waiver of subrogation is applicable with respect to General Liability, Auto Liability, and Workers' Compensation policies where required by written contract and subject to policy terms and conditions.

In the event coverage is cancelled for any statutority permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (ies) according to the notification schedule shown below. Per the most current schedule maintained by Marsh USA, Inc. and furnished to AIG no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30.

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (ies) according to the notification schedule shown below: Per the most current schedule maintained by Marsh USA, Inc. and furnished to XL Cattin Insurance no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA Inc. 4400 Comerica Bank Center 1717 Main Street	MARSH USA Inc. 4400 Comerica Bank Center 1717 Main Street			CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	Cathy Crown (210) 691-4173 Cathy Crown@marsh.com	FAX (A/C, No): (210)	737 3584
Dallas, TX 75201					INSURER(S) AFFORDING CO	OVERAGE	NAIC#
CN101851261-GAWU-GAWU-20-21	GAWU 1	Inter	79000	INSURER A : Na	tional Union Fire Insurance Co		19445
INSURED In-Ter-Space Services, Inc.				INSURER B : Arr	nerican Home Assurance Company	1	19380
Licensed as Clear Channel Airports				INSURER C : N/	1		N/A
Clear Channel Outdoor, LLC & its subside	ries			INSURER D : Illin	nois National Insurance Company		23817
4830 North Loop 1604W, #111 San Antonio, TX 78249				INSURER E : N/			N/A
				INSURER F : N/	1		N/A
COVERAGES	CERTIFICA	TE NUMBER:		HOU-0035038	375-09 REVIS	ION NUMBER: 9	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR		TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		GL1728871	03/31/2020	03/31/2021	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
		CLAIMS-MADE A OCCUR					PREMISES (Ea occurrence) MED EXP (Any one person)	\$	Exclude
							PERSONAL & ADV INJURY	\$	2,000,00
	GEN	N'L AGGREGATE LIMIT APPLIÉS FOR:					GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						\$	
A	AUT	OMOBILE LIABILITY		CA6631256 (AOS)	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Es accident)	\$	1,000,000
Α	Х	ANY AUTO		CA6631257 (MA)	03/31/2020	03/31/2021	BODILY INJURY (Per person)	\$	
	Х	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
	Х	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
		UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
		DED RETENTION \$						\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY		WC23096116 (California)	03/31/2020	03/31/2021	X PER OTH- STATUTE ER		
ן ט	ANYF	PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC23096120 (Florida)	03/31/2020	03/31/2021	E.L. EACH ACCIDENT	\$	1,000,000
	(Man	datory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESC	s, describe under CRIPTION OF OPERATIONS below		Continued On Next Page			E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okalonca County BOCC

RE: CLEAR CHANNEL OUTDOOR Certificate Holder is included as additional insured (except workers compensation) where required by written contract, and such insurance is primary and non-contributory, but only to the extent of the liability assumed by the Named Insured under written contract. Waiver of subrogation where required by written contract. Workers Compensation is evidenced for employees of the Named Insured only.

C17-2504-AP

OLIVIII TOMIL HOLDEN	Charoost Courty 13000	ONITOLICATION
Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	APR 07 2020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Received by	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
L.	Risk Management	Manashi Mukherjee Maraoni Mulcherjee

CANCELLATION

CERTIFICATE HOLDER

AGENCY CUSTOMER ID: CN101851261

LOC #: San Antonio



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA Inc.		In-Ter-Space Services, Inc.
POLICY NUMBER		Licensed as Clear Channel Airports Clear Channel Outdoor, LLC & its subsidiaries 4830 North Loop 1604W, #111 San Antonio, TX 78249
CARRIER	NAIC CODE	Sall Allonio, 17 /0245
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: Certificate of Liability Insurance FORM NUMBER: 25

Workers' Compensation Continued:

Policy Number: WC23096112

Colorado (CO), Delaware (DE), Georgia (GA), Indiana (IN), Maryland (MD), Michigan (MI), Minnesota (MN), Nebraska (NE), New Mexico (NM), Nevada (NV), New York (NY),

Oregon (OR), Texas (TX)

Effective Date (MM/DD/YYYY)*: 03/31/2020 Expiration Date (MM/DD/YYYY)*: 03/31/2021 Carrier: New Hampshire Insurance Company

Policy Number: WC23096114

Arizona (AZ), Illinois (IL), Kentucky (KY), North Carolina (NC), New Hampshire (NH), New Jersey (NJ), Pennsylvania (PA), Virginia (VA)

Effective Date (MM/DD/YYYY)*: 03/31/2020 Expiration Date (MM/DD/YYYY)*: 03/31/2021 Carrier: New Hampshire Insurance Company

Okaloosa County BAGG

Policy Number: WC23096118

Massachusetts (MA), North Dakota (ND), Ohio (OH), Washington (WA), Wisconsin (WI), Wyoming (WY)

Effective Date (MM/DD/YYYY)*: 03/31/2020 Expiration Date (MM/DD/YYYY)*: 03/31/2021 Carrier: New Hampshire Insurance Company APR 07 2020

Received 4. Risk Management

Workers Compensation is evidenced for employees of the Named Insured Only,

Certificate Holder included as additional insured on General Liability and Auto Liability, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

The Auto Liability policy is primary, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

The General Liability policy is primary and non-contributory, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

Waiver of subrogation is applicable with respect to General Liability, Auto Liability, and Workers' Compensation policies where required by written contract and subject to policy terms and conditions.

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (ies) according to the notification schedule shown below. Per the most current schedule maintained by Marsh USA, Inc. and furnished to AIG no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30.

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (ies) according to the notification schedule shown below: Per the most current schedule maintained by Marsh USA, Inc., and furnished to XL Callin Insurance no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

this certificate does not confer rights t						require an endorsement	. A 8	tatement on
PRODUCER	······································	**************************************	CONTA	ET Cathy	Crown			
MARSH USA Inc. 4400 Comerica Bank Center			PHONE IA/C. N E-MAIL	(210) 6	81-4173	PAX (AIC, No):	(210) 7	37 3584
1717 Main Street			E-MAIL ADDRE	es. Cathy.	Crown@marsh.c			
Dallas, TX 75201			FEMALE		SURERIS AFFOI	RDING COVERAGE		NAIC#
318-GAWU-GAWU-19-20 GAWU	1	Inter	INSURE	R A : National Ur	······································		·	19445
INSURED				,		The State of Pennsylvania	on braid Market Conference -	19429
In-Ter-Space Services, Inc. Licensed as Clear Channel Airports			1	R C : New Hamp	······································			23841
Clear Channel Outdoor, LLC & its subsidiaries				R D : Minors Nati			4.4tm,	23817
20880 Stone Oak Parkway San Antonio, TX 78258-7460			1	RE: N/A		The second secon	***************************************	N/A
Marco (thorno) (17, 17, 10)			INSURE	V	~~~~	manan ay aga aga aga aga aga aga an	***************************************	America construction and all the second constructions are second constructions.
COVERAGES CER	TIFICATI	E NUMBER:		-003503875-08	.,,,,	REVISION NUMBER: 8	********	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	OT TO	WHICH THIS
INSR TYPE OF INSURANCE	INSO WYD	POLICY NUMBER	**********	POLICY EFF	POLICY EXP	LIMIT	\$	***************************************
A X COMMERCIAL GENERAL LIABILITY		GL5425923		03/31/2019	03/31/2020	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	2,000,000
				- magnine or a - constitution of the constitut	4	MED EXP (Any one person)	\$	Excluded 2,000,000
		İ				PERSONAL & ADV INJURY	\$	
GENL AGGREGATE LIMIT APPLIES PER:					And the second s	GENERAL AGGREGATE	8	2.000,000
POLICY PRO X LOC				- WWW.	VALUE LEVEL	PRODUCTS - COMPACE AGG	\$	2,000,000
A AUTOMOBILE LIABILITY	 	CA4993124 (AOS)		03/31/2019	03/31/2020	COMBINED SINGLE LIMIT	\$	1,000,000
A X ANY AUTO		CA4993126 (MA)		03/31/2019	03/31/2020	(Es accident) BODILY (NJURY (Per person)	S	1,000,000
R Y OWNED SCHEDULED		CA4893125 (PA)		03/31/2019	03/31/2020	BOOKY INJURY (Per socident)	11/01/16 *********	
X HIRED NON-OWNED		Citigosisco (i rij		100.0112010	OGIGTIZ GEO	PROPERTY DAMAGE	3	
AUTOS ONLY AUTOS ONLY						(Fer accident)	5	Open de la programa de la manuel de la programa de
UMBRELLA LIAS OCCUR				: :				
				3 3		EACH OCCURRENCE	\$	r (a
COMPONIAGE		\$7000 P				AGGREGATE	\$	
C WORKERS COMPENSATION	 	WC012717211 IMA ND OH WA	W. WY	03/31/2019	03/31/2020	X PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY Y'N		WC012717213 (FL)	•	03/31/2019	03/31/2020			1,000,000
AMYPROPRIETOR/PARTNER/EXECUTIVE N	N/A				officers.	E.L. BACH ACCIDENT	5.	1,000,000
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Continued On Next Page				E.L. DISEASE - EA EMPLOYEE	*	1,000,000
DESCRIPTION OF OPERATIONS below	 	TOTAL CONTROL OF THE PARTY OF T			ļ	EL DISEASE - POUCY LIMIT	. 3	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Very man and contain the conta							
DESCRIPTION OF DPERATIONS / LOCATIONS / VEHIC RE: CLEAR CHANNEL OUTDOOR Certificate Holder is in to the extent of the liability assumed by the Named Insure only.	iciuded as ad	ditional insured (except workers con	nnensato	n) where required fred by written cor	by written contra ntract. Workers Co	at, and such insurance is primary a impensation is evidenced for empl		
						C17-2504-AP		
				CLEAR	R CHAN	NEL AIRPORTS		
CERTIFICATE HOLDER			CA	AIPRO	RT ADV	ERTISING		
Okaloosa County			S		ES: 12/3			
5749 A Old Bethel Road			τì	~~\\I 11\	(m. V. 1414	/ 1:4W4 !		
Crestview, FL 32536			AL.	· · · · · · · · · · · · · · · · · · ·				
				RIZED REPRESE	NTATIVE	4.00		

Mariani Mucrife

Manashi Mukherjee

AGENCY CUSTOMER ID: 318

LOC #: San Antonio



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED			
MARSH USA Inc.		In-Ter-Space Services, Inc. Licensed as Clear Channel Airports			
POLICY NUMBER		Clear Channel Outdoor, LLC & its subsidiaries 20880 Stone Oak Parkway San Antonio, TX 78258-7460			
CARRIER NAIC (CODE	361 Aniquiso, 17 (0230-1400			
		EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Continued: Carrier: American Home Assurance Company Policy Number: WC012717212 {CA} Effective Date: 03/31/19 Expiration Date: 03/31/20

Carrier: New Hampshire Insurance Company

Policy Number: WC012717210 (AZ IL KY NC NH NJ PA VA)

Effective Date: 03/31/19 Expiration Date: 03/31/20

Carrier: New Hampshire Insurance Company

Policy Number: WC012717209 (CO DE GA MD MI MN NE NM NV NY OR TN TX)

Effective Date: 03/31/19 Expiration Date: 03/31/20

Workers Compensation is evidenced for employees of the Named Insured Only.

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (les) according to the notification schedule shown below: Per the most current schedule maintained by Marsh USA, Inc. and furnished to XL Cattin insurance no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30.

ACORD 101 (2008/01)

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606 United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

PERFORMANCE BOND (Annual Form)

Bond No. SUR0054357	
IN-TER-SPACE SERVICES, INC. D/B/A CLEAR KNOW ALL MEN BY THESE PRESENTS, that we, CHANNEL AIRPORTS	
as Principal, and <u>Argonaut Insurance Company</u> , licensed to do business in the State of <u>FL</u> ,	
as Surety, are held and firmly bound unto okaloosa county, Florida	
(Obligee), in the penal sum of Five Thousand and 00/100 Dollars	
(\$ 5,000.00), lawful money of the United States of America, for the payment of which sum,	
well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.	
administrators, and successors and assigns, jointly and severally, littilly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal	
has entered into a certain written Contract with the above named Obligee, effective the	
day of January , 20 17 , and terminating the 31 day of December , 20 21 , for Advertising Concession Agreement at the Destin-Fort Waiton Beach Airport Contract No. C17-2504-AP	
and more fully described in said Contract, a copy of which is attached, which Agreement is made	
a part hereof and incorporated herein by reference, except that nothing said therein shall alter,	
enlarge, expand or otherwise modify the term of the bond as set out below.	
NOW THEREFORE if Drivering its avacutors administrators avacages and actions at all	
NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions	
thereof, then this obligation shall become null and void, otherwise to remain in full force and	
effect. This bond is executed by the Surety and accepted by the Obligee subject to the following	
express condition:	
Notwithstanding the provisions of the Contract, the term of this bond shall apply from16th	
day of, 20 19, until _16th day of, 20 20, and	
may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the	
Surety, nor the failure or inability of the Principal to file a replacement bond in the event of	
nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any	
renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed	
the amount as set forth in this bond or in any additions, riders, or endorsements properly issued	white it I have
by the Surety as supplements thereto.	,
Cooled with our peals and detect this year.	and the second
Sealed with our seals and dated this day of day of day of	18121
PRINCIPAL PRINCI	B o
IN-TER-SPACE SERVICES, INC. D/B/A CLEAR CHANNEL AIRPORTS	W 1
Cuncul nason & Salt	
Curley Mason ()	25 73 k 18
Witness , , Title	a adimensia
	and a
ARGONAUTINSURANCE COMPANY	
Manniching Mann	
The same	
Witness Naomi Harris-Thompson Lupe Tyler , Attorney-In-Fact	
	- 5回ming シ季 (-17) (ご
Agreed and acknowledged this day of, 20	
Ву:	The same
and the second s	5 7 6
CONTRACT#: C17-2504-AP	۽ ليا ج
CLEAR CHANNEL AIRPORTS	CO S

AIRPORT ADVERTISING EXPIRES: 12/31/2021

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Melissa L. Fortier, Michael J. Herrod, Tina McEwan, V. Delene Marshall, Robbi Morales, Lupe Tyler, Lisa A. Ward, Donna L. Williams, Misty Wright,

Deena Bridges

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of faesimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

SEAL ALINOS

Argonaut Insurance Company

Joshua C. Betz, Senior Vice President

STATE OF TEXAS COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathun M. Mulo
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the

16thday of

May

2019

SEAL 1948

James Bluzard , Vice President-Surety

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an andorsement. A statement on this certificate does not confer rights to the certificate holder in fieu of such endorsement(s). CONYACY NAME: PHONE (AIC, No. Em): E-MAIL 1-832-476-6000 Aon Risk Services Southwest, Inc. 5555 San Felipe, Suite 1500 AUDRESS: INSURER(B) AFFORDING COVERAGE INSURER A: GREENWICH INS CO Houston, TX 77056-3089 22322 INSURED INSURER B: XL CATLIN In-Ter-Space Services, Inc., licensed as Clear Channel INSURER G. XL INS AMERICA INC / XL SPECIALTY INS CO Airporce INSURER D : c/o 20880 Stope Oak Parkway INSURER E San Antonio, TX 78258 COVERAGES CERTIFICATE NUMBER: 54384253 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUDA INSD WYD POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY RGD300052803 \$ 1,000,000 11/01/18 03/31/19 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR \$ 1,000,000 PREMISES (Ea occuronce) MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 GENERAL AGGREGATE POLICY X PRO-\$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER COMBINEO SINCLE LIMIT (Ea accident) A AUTOMOBILE LIABILITY RAD943770903 11/01/18 03/31/19 \$ 1,000,000 X ANY AUTO BODILY INJURY (Por porson) SCHEDULED AUTOS NON-OWNED OWNED BODILY INJURY (Per accident) AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Pec accident) X X **AUTOS ONLY** CSUSA1702781 11/01/18 03/31/19 \$ 25,000,000 BX UMBRELLA LIAB EACH OCCURRENCE OCCUR 25,000,000 **EXCESS LIAD** CLAIMS-MADE AGGREGATE DED X RETENTION \$ 25,000 WORKERS COMPENSATION X PER STATUTE ER RWD300052904/RWR3004 11/01/1B 03/31/19 AND EMPLOYERS' LIABILITY \$ 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A \$ 1,000,000 (Mandalory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below \$ 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks School CONTRACT#: C17-2504-AP RE: CLEAR CHANNEL OUTDOOR Certificate Holder is an additional insured on the liabili CLEAR CHANNEL AIRPORTS non-contributory, but only to the extent of the liability Waiver of subrogation where required by written contract. AIRPORT ADVERTISING Insured only. 30 days notice of cancellation as required **EXPIRES: 12/31/2021** CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Okaloosa County ACCORDANCE WITH THE POLICY PROVISIONS. 5749 A Old Bethel Road AUTHORIZED REPRESENTATIVE

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aon Risk Services Southwest, Inc.

ACORD 25 (2016/03) Dholden 54384253

Crestview, FL 32536

The ACORD name and logo are registered marks of ACORD

USA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Aon Risk Services Southwest, Inc PHONE (A/C, No. Ext): E-MAIL SEP 2 0 2018 ADDRESS: 5555 San Felipe, Suite 1500 INSURER(S) AFFORDING COVERAGE Houston, TX 77056-3089 INSURER A: GREENWICH INS CO 22322 INSURED INSURER B: XL CATLIN In-Ter-Space Services, Inc., licensed as Clear Channel INSURER C: XL INS AMERICA INC / XL SPECIALTY INS CO Airports c/o 200 E Basse Road INSURER D : INSURER E: San Antonio, TX 78209 INSURER F: COVERAGES **CERTIFICATE NUMBER: 51244686 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY AX RGD300052803 11/01/17 | 11/01/18 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 CLAIMS-MADE X OCCUR \$ 1,000,000 MED EXP (Any one person) s Excluded \$ 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** \$ 2,000,000 POLICY X PRO-\$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: RAD943770903 COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** 11/01/17 | 11/01/18 \$ 1,000,000 x ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) x X UMBRELLA LIAB CSUSA1702781 \$ 25,000,000 B 11/01/17 11/01/18 OCCUR **EACH OCCURRENCE** EXCESS LIAR \$ 25,000,000 CLAIMS-MADE AGGREGATE DED X RETENTION \$ 25,000 WORKERS COMPENSATION X PER STATUTE RWD300052903/RWR3003 11/01/17 11/01/18 AND EMPLOYERS' LIABILITY ANYPROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) \$ 1,000,000 E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: CLEAR CHANNEL OUTDOOR Certificate Holder is an additional insured on the liability policies, and such insurance is primary and non-contributory, but only to the extent of the liability assumed by the Named Insured under written contract. Waiver of subrogation where required by written contract. Workers Compensation is evidenced for employees of the Named Insured only. 30 days notice of cancellation as required by written contract. C11-2504-AP CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Okaloosa County 5749 A Old Bethel Road AUTHORIZED REPRESENTATIVE Crestview, FL 32536 aon Risk Services Southwest, Inc. USA

51244686

Inst. #3209736 Bk: 3351 Pg: 4771 Page 1 of 2 Recorded: 5/29/2018 2:46 PM RECORDING ARTICLE V: \$8.00 RECORDING: \$10.50

DEPUTY CLERK mourtis
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA



Aspen American Insurance Company 175 Capital Boulevard Rocky Hill, CT 06067

Continuation Certificate
For use with Annual Bond Form

Contract # C17-2504-AP CLEAR CHANNEL AIRPORTS AIRPORT ADVERTISING EXPIRES: 12/31/2021

ond No. <u>SU04589</u>
n consideration of \$ 100.00 One Hundred and No/100 dollars enewal premium, the term of Bond No. SU04589 in the amount of \$ 5,000.00 , ated 6/16/2018 issued on behalf of IN-TER-SPACE SERVICES, INC. D/B/A CLEAR CHANNEL AIRPORTS ,
I favor of Okaloosa County, Florida
Advertising Concession Agreement at the Destin-Fort Walton Beach Airport is hereby
xtended to6/16/2019 This Certificate is subject to the same terms and conditions as set orth in the aforementioned Bond.
his continuation certificate is executed upon the express condition that the surety's liability under aid bond, and any and all continuation certificates, shall not be cumulative and shall in no event exceed the amount of said bond, as herein set forth, regardless of the number of periods the bond extended. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.
IGNED, SEALED AND DATED this 1st day of June , 2018 IN-TER-SPACE SERVICES, INC. D/B/A CLEAR CHANNEL AIRPORTS
By: Principal
Aspen American Insurance Company
By: WWWWWWW.
Vanessa Dominguez ,Aftothey-in-Fact



Aspen American Insurance Company 175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Michael J. Herrod; Wendy Stuckey; Lupe Tyler; Anoop Chawla Adlakha; Lisa A. Ward; Melissa L. Forfier; Donna L. Williams; Vanessa Dominguez; Nancy Thomas of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect:

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and scal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Vice President,

and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and scaled by faesimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 25th day of July, 2016.

Aspen American Insurance Company

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Mathew Raino Vice President

On this 26th day of July, 2016 before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Notary Public

My commission expires: February 28th, 2019

CERTIFICATE

I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Rower of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this

San Suran

CONTRACTOR SECOND

By:

Name: Mathew Raino Vice President

^{*} For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia, Taber@aspenspecialty.com

Contract # C17-2504-AP CLEAR CHANNEL AIRPORTS AIRPORT ADVERTISING EXPIRES: 12/31/2021

Inst. #3150113 Bk: 3310 Pg: 2249 Page 1 of 2 Recorded: 7/27/2017 2:20 PM

RECORDING ARTICLE V: \$8.00 RECORDING: \$10.50



Bond No.: SU04589

Greg Kisela Pozchocing Dire

175 Capital Blvd. Suite 100 Rocky Hill, CT 06067

PERFORMANCE AND PAYMENT BOND

(Annual Form)

DEPUTY CLERK HOHARA JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

(/	
KNOW ALL MEN BY THESE PRESENTS, THATIN-TER-SPACE SERVICE	ES, INC. D/B/A CLEAR CHANNEL AIRPORTS
(handing Amerika) Paid des Deser Deienia des de la companya de la	
(hereinafter called Principal), as Principal, and Aspen American Insurance Compunder the laws of the State of Texas with its principal office in Rocky Hill, ASPEN AMERICAN INSURANCE COMPANY	Connecticut (hereinafter called Surety), as
OKALOOSA COUNTY, FLORIDA	Surety, are held and firmly bond unto
(hereinafter called Obligee), and to all persons who furnish labor or materi	
the prosecution of the work hereinafter named, in the just and fi	III SUM Of
Dollars (\$_5,000.00), to the payment of which sum	, well and truly to be made, the said
Principal and Surety bind themselves, and their respective heirs, administ	rators, executors, successors and assigns,
jointly and severally, firmly by these presents.	
WHEREAS, the Principal has entered into a certain written contract with the Advertising Concession Agreement at the Destin-Fort Walto to Contract No. C17-2504-AP	Obligees, dated the <u>1st</u> day of n Beach Airport
which contract is hereby referred to and made a part hereof as fully and to the	same extent as if copied at length herein.
Notwithstanding the provisions of the Contract, the term of this bond shall ap	ply from 6/16/17 , until 6/16/18 , and
may be extended by the Surety by Continuation Certificate. However, neither Principal to file a replacement bond in the event of non-renewal, shall itself co	non-renewal by the Surety, nor the failure or inability of the institute a loss to the Obligee recoverable under this bond or
any renewal or continuation thereof. The liability of the Surety under this bond	and all continuation certificates issued in connection
herewith shall not be cumulative and shall in no event exceed the amount as endorsements properly issued by the Surety as supplements thereto.	set forth in this bond or in any additions, riders, or
NOW THEREPORE THE CONTRACT OF THE CONTRACT OF THE	a series appears to a consequence for a consequence of the consequence
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, the and against any failure on his/her part faithfully to perform the obligations are and clear of all liens arising out of claims for labor and material entering it who shall have furnished labor or material directly to the Principal for use in the persons shall have a direct right of action on this instrument in his/her own obligee's priority, then this obligation to be void, otherwise to remain in full force.	imposed upon him/her under the terms of said contract/ ito the work, and if the said Principal shall pay all persons be prosecution of the aforesaid work, each of which said sharms and for his/her own benefit, subject, however, to the
	S C(S, 1)
PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or neame be brought or instituted and process served upon the Surety within two years.	naintained against the Surety on this instrument unless the ears after completion of the work mentioned in said contract,
whether such work be completed by the Principal, Surety or Obligee.	
IN WITNESS WHEREOF the said Principal and Surety and signe	d and sealed this instrument this 16th day of
June . 2017	IN-TER-SPACE SERVICES, INC. D/B/A CLEAR CHANNEL AIRPORTS
	31.NI
Witness: Dall	Principal:
	The state of the s
	ASPEN AMERICAN INSURANCE COMPANY
Witness	Surety VIIII VIII VIII VIII VIII VIII VIII V
Melissa Fortier	Vanessa Dominguez Attorney-in-Fact
Agreed and acknowledged this Hard day of Tury, 2017	Countersigned By:
	Claudette A. Hunt
Ву:	The state of the s



Aspen American Insurance Company 175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALI, PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Michael J. Herrod; Wendy Stuckey; Lupe Tyler; Anoop Chawla Adlakha; Lisa A. Ward; Melissa L. Fortier; Donna L. Williams; Vanessa Dominguez; Nancy Thomas of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Vice President, and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and scaled by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 25th day of July, 2016.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Mathew Raino Vice President

Aspen American Insurance Company

On this 26th day of July, 2016 before me personally came Mathew Raino to me known, who being by me duly swom, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Notary Public

My commission expires: February 28th, 2019

CERTIFICATE

I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the long contact Royce of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this

Name: Mathew Raino Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email:Patricia.Taber@aspenspecialty.com

USER NAME	PASSWORD	
Forgot Username?	Forgot Password?	TOGIN

Create an Account

Search Results

Current Search Terms: in-ter-space services*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Search
Results
Entity
Exclusion
Search
Filters
By Record
Status
By Record
Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.









USE	ER NAME	PASSWORD	
	Fornot Username?	Forgot Password?	LOGIN

Create an Account

Search Results

Current Search Terms: clear* channel* airports*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Search Results
Entity
Exclusion
Search
Filters
By Record
Status
By Record
Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

www2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.













BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:

December 20, 2016

TO:

Honorable Chairman and Members of the Board

FROM:

Tracy Stage

SUBJECT:

Award Contract to Clear Channel for Airport Advertising

DEPARTMENT:

Airport

BCC DISTRICT:

2

STATEMENT OF ISSUE: The Airports Department requests Board approval of the contract for In-Ter-Space Services, Inc. dba Clear Channel Airports to provide and maintain a comprehensive advertising program at the Destin - Fort Walton Beach Airport.

BACKGROUND: On July 19, 2016 the Board approved a request to negotiate a contract with Clear Channel. The Airports now requests the Board approve the contract for Clear Channel Airports to provide and maintain a comprehensive advertising program. The advertisements are material and hard mounted equipment throughout the terminal. The Purchasing Department has reviewed and approved the contract. The contract and lease internal coordination sheet is attached along with their certificate of insurance. Clear Channel requests three original agreements be sent back to them.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve the Clear Channel Airports contract as stated above.

RECOMMENDED BY:

Tracy Stage, Wirport Director

12/14/2016

APPROVED BY:

John Flofstad, County Administrator 12/14/2016

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number:	Tracking Number: 2/25-17
Contractor/Lessee Name: <u>Clew Chame! Airports</u>	Grant Funded: YESNO
Purpose: Airport Advortising	
y	
Date/Term: 5 yrs from commercial date	1. GREATER THAN \$50,000
Amount:	2. GREATER THAN \$25,000
Department: AP	3. 🗌 \$25,000 OR LESS
Department: AP Dept. Monitor Name: Stage / miner Decument has been reviewed and includes any attachment	
Document has been reviewed and includes any attachmen	ts or exhibits.
Purchasing Review	
Procurement requirements are met:	
1 /2 /1	Data: 4/- /244
Purchasing Director or designee Zan Fedorak, Charles Pa	owell, DeRita Mason
Risk Management Review Approved as written: with charges orthical war.	Changes want
Approved as written: with Charges ordunalu	VINAU.
Risk Manager of designee Laura Porter or Krystal K	Dule. 11/04/10
County Attorney Review	
See emil dated 11/2:	
Approved as written:	
	Date:
County Attorney Gregory T. Stewart, Lynn Hoshik	nara, Kerry Parsons or Designee
Following Okaloosa County approval:	
Contract & Grant	
Document has been received:	
	Date:
Contracts & Grants Manager	

Charles Powell

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Tuesday, November 22, 2016 1:28 PM

To:

Charles Powell

Subject:

RE: Legal Sufficiency Review/ Clear Channel Airports/ Airport Advertising

This is approved for legal sufficiency.

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us]

Sent: Tuesday, November 22, 2016 12:49 PM

To: Parsons, Kerry Cc: Lynn Hoshihara

Subject: Legal Sufficiency Review/ Clear Channel Airports/ Airport Advertising

Hi Kerry,

Please review for legal sufficiency. Let me know if you have questions or need anything else. Thanks

Here is the complete contract. \\BCCVMFS2\PurchFileTransfer\Airport Advertising\(Final\) ClearChannel(Complete Contract).pdf

Respectfully,

Charles Powell
Contract & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

Crestview, Florida 32536 Voice: 850-689-5960 Fax: 850-689-5970

cpowell@co.okaloosa.fl.us

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: 1-832-476-6000 Aon Risk Services Southwest, Inc. PHONE (A/C, No. Ext): E-MAIL ADDRESS: 5555 San Felipe, Suite 1500 INSURER(S) AFFORDING COVERAGE NAIC# Houston, TX 77056-3089 INSURERA: GREENWICH INS CO 22322 INSURED INSURER B In-Ter-Space Services, Inc., licensed as Clear Channel INSURER C : Airports INSURER D : c/o 200 E Basse Road INSURER E: San Antonio, TX 78209 INSURER F : CERTIFICATE NUMBER: 48339561 COVERAGES REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER 11/01/16 | 11/01/17 \$ 2,000,000 COMMERCIAL GENERAL LIABILITY RGD300052802 A **FACH OCCURRENCE** CLAIMS-MADE X OCCUR \$ 2,000,000 PREMISES (Ea occurrence) * Excluded MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY PRÖPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** AGGREGATE CLAIMS-MADE \$ RETENTION \$ DED WORKERS COMPENSATION | PER | STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.C. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) REFERENCE: CLEAR CHANNEL OUTDOOR The certificate holder is included as an additional insured on the GL policy, but only to the extent of the liability assumed by the Named Insured under written contract. Workers' Compensation coverage is evidenced for employees of the Named Insured only. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANGE WITH THE POLICY PROVISIONS. Okaloosa County 5749 A Old Bethel Road AUTHORIZED REPRESENTATIVE

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aon Risk Services Southwest, Inc.

Crestview, FL 32536

USA

Contract # C17-2504-AP CLEAR CHANNEL AIRPORTS AIRPORT ADVERTISING EXPIRES: 12/31/2021

CONCESSION AGREEMENT:

ADVERTISING

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

IN-TER-SPACE SERVICES, INC. d/b/a CLEAR CHANNEL AIRPORTS

Effective January 1, 2017

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OKALOOSA COUNTY, DESTIN-FORT WALTON BEACH AIRPORT ADVERTISING CONCESSION AGREEMENT

This Advertising Concession Agreement ("Agreement") is made and entered into as of January 1, 2017by and between Okaloosa County, Florida a political subdivision of the state of Florida (the "County"), having an address of 1250 N. Eglin Pkwy., Shalimar, FL and In-Ter-Space Services, Inc. d/b/a Clear Channel Airports, a domestic entity, certified to conduct business in the state of Florida, with its principal office and address of 7450 Tilghman Street, Suite 104, Allentown, PA 18106 ("Concessionaire").

EXHIBITS

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

Exhibit A	Request for Proposal for advertising at the Destin-Fort Walton Beach Airport and
>	the Concessionaire's submittal (the "Proposal");

Exhibit B Assigned Locations

Exhibit C Capital Investment Schedule

Exhibit D Construction Schedule

Exhibit E Insurance Requirements

The RFP and the Proposal are incorporated into this Agreement to the extent not inconsistent with the body of this Agreement (including exhibits). In the event of any conflict between the body of this Agreement and the RFP or the Proposal, the terms and conditions set forth in the body of this Agreement (including exhibits) shall govern.

WITNESSETH

WHEREAS The County is the owner and operator of Destin-Fort Walton Beach Airport (the "Airport") located in Okaloosa County, Florida; and

- WHEREAS The County has determined that an advertisement concession at the Airport is important for the operation of the Airport; and
- WHEREAS, pursuant to solicitation RFP# AP 45-16, Concessionaire has submitted the Proposal dated May 18, 2016 to the County; and
- WHEREAS, on the basis of the Proposal, the County has selected Concessionaire for award of this Agreement.
- **NOW, THEREFORE,** for and in consideration of the covenants and promises of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and Concessionaire agree as follows:

1. DEFINITIONS AND INTERPRETATION

- A. <u>Definitions</u>. As used in this Agreement, the following words and phrases shall have the following meaning:
 - (1) Advertiser means a person that contract with Concessionaire to display advertising at the Airport.
 - (2) Advertising Contract means a contract between an Advertiser and Concessionaire for the display of advertising at the Airport.
 - (3) Advertising Display means a medium of communication used for advertising and includes signs, posters, dioramas, back-lit wall-mounted displays of various sizes, mechanically or electronically rotating multiple distinct advertising messages, exhibits, kiosks, high tech plasma or LCD screens, recessed signs with LED displays, fiber optic displays, wide screen video systems, digital image banners, interactive multimedia software or optical imaging display cases, wall murals, courtesy phone centers, three dimensional displays, and wall wraps.
 - (4) Advertising Program means the scope of the concession opportunity which is inclusive of indoor and outdoor advertising opportunities that may be static and digital advertising as well as marketing/naming rights/sponsorships across all terminals commencing January 1, 2017 as may be amended or revised from time to time.
 - (5) **Airport** means the Destin-Fort Walton Beach Airport.
 - (6) Airport Concession Disadvantaged Business Enterprise or ACDBE has the meaning set forth in Title 49, Part 23 of the Code of Federal Regulations, as now enacted, or hereafter amended or any successor regulation specifically enacted to replace Title 49, Part 23.
 - (7) **Airport Terminal** and **Terminal** means the existing airline passenger terminal building at the Airport and any future embodiments thereof.
 - (8) Applicable Law means all applicable, Federal, State, City, and other local laws, statutes, ordinances, rules and regulations governing Concessionaire or the Concession herein granted, including Airport rules and regulations adopted by the Department.
 - (9) Assigned Locations means those areas in the Airport Terminal designated by this Agreement and indicated on Exhibit B, where Concessionaire is authorized to install an Advertising Display under this Agreement.
 - 10) Commencement Date means the first day following the expiration of the Transition Period, or May 1, 2017 whichever is later in time.
 - (11) Concession means the right and privilege (a) to design, develop, install, operate, manage, and maintain Advertising Displays at the Assigned Locations at agreed upon schedules based upon, and (b) to enter into Advertising Contracts with Advertisers, subject to, and in accordance with, the terms, conditions and covenants of this Agreement, and Applicable Law.

- (12) **Concession Fee** means the amount payable by Concessionaire to the County for the Concession rights and privileges granted hereunder, as described in Section 4.A.
- (13) Contract Year means a twelve (12) month period commencing on the first day following the expiration of the Transition Period, or the anniversary thereof each year during the Term hereof.
- (14) **Design Review Procedures** means those procedures set forth by the Airport which are incorporated herein by reference, and, as of the Effective Date will be provided to the Concessionaire in writing.
- (15) **Director** means the Director of the Airport of Okaloosa County or designee.
- (16) Effective Date means January 1, 2017.

₹,

- (17) **FAA** means the Federal Aviation Administration, or successor agency of the Federal government that regulates airports and aviation.
- (18). Gross Receipts is defined as set forth in Section 4.F.
- (19) Improvements means the Advertising Displays, and all equipment, structures, lines, connections, fixtures, and other modifications and improvements to the Assigned Locations made by or on behalf of Concessionaire to install, operate, maintain, service or repair the Advertising Displays, which cannot be removed without damage to the Assigned Locations.
- (20) Percentage Payment means the sum of money due to Airport on account of Airport's share of Gross Revenue as hereinafter provided.
- (21) **Performance Measures** mean the criteria established in Section 6.D.
- (22) Transition Period means the four (4) month period immediately following the Effective Date until substantial completion of the installation Base Program as defined in or May 1, 2017 whichever is later in time.
- (23) **TSA** means the Transportation Security Administration, or successor agency of the Federal government that regulates airport and aviation security.
- B. <u>Interpretations.</u> In this Agreement and any certificate or other document delivered pursuant hereto, unless otherwise expressly provided herein or therein or unless the context requires another meaning, the following rules of interpretation shall apply:
 - (1) Headings and underlining are for convenience only and do not affect the interpretation of an agreement.
 - (2) Words importing the singular include the plural and vice versa and the masculine, feminine or neuter gender shall include all genders. The word "or" is not exclusive.
 - (3) The words "hereof," "herein," and "hereunder" and words of similar import when used in any agreement shall refer to such agreement as a whole and not to any particular provision of such agreement.
 - (4) Any reference to an agreement shall include a reference to each exhibit, annex, schedule and other attachment thereto.

- (5) Any reference in an agreement to a section, clause, subsection, sub-clause, paragraph, party, exhibit, or schedule is a reference to that section, clause, subsection, sub-clause or paragraph of, or that party, exhibit, or schedule to, such agreement unless otherwise specified.
- (6) Any reference to an agreement or document is to such agreement or document as amended, varied, supplemented, replaced, novated or modified from time to time in accordance with the terms of such agreement or document.
- (7) Any reference to any Applicable Law shall be construed so as to include such Applicable Laws as amended, modified, extended, re-enacted, re-designated or replaced from time to time.
- (8) A reference to a person or entity includes that person's or entity's successors and permitted assigns.
- (9) The term "including" shall mean "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.
- (10) References to "days" shall mean calendar days and references to a time of day shall mean such time in Okaloosa County, Florida.
- (11) This Agreement is the result of negotiations among, and has been reviewed by each party and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favor of or against any of them.

2. ASSIGNED LOCATIONS AND PRIVILEGES

- A. <u>Grant of Concession</u>. The County grants Concessionaire the right and privilege to manage, operate and maintain the Concession at the Airport for the term of this Agreement. The Concession includes the right to manage, operate and maintain:
 - (1) An in-terminal advertising program;
 - (2) A marketing/naming rights/sponsorship program; and
 - (3) A mobile application based program.

B. Assigned Locations.

- (1) County hereby grants to Concessionaire, and Concessionaire hereby accepts from County, a license to use and occupy the Assigned Locations for Concession purposes subject to (1) the covenants, agreements, terms, provisions, and limitations of this Agreement; (2) all rights, restrictions, encumbrances and matters of record to the extent the same are valid and enforceable; and (3) and Applicable Law. The County may designate additional Assigned Locations or delete any or more Assigned Locations at any time in accordance with Section 9.
- (2) Concessionaire acknowledges that it is taking the Assigned Locations AS IS, WITH ALL FAULTS, and that County has not made any representations, warranties, covenants, or agreements, express or implied, regarding (a) the value, nature,

quality, or condition of the Assigned Locations, (b) the advertising revenue to be derived from the Assigned Locations, (c) the suitability of the Assigned Locations for advertising or marketing purposes, (d) the compliance of the Assigned Locations with Applicable Law, or (e) the fitness of the Assigned Locations for the operation of the Concession.

- C. <u>Use of Assigned Locations</u>. Concessionaire shall use the Assigned Locations for the operation of the Concession, and for no other purpose without the prior written consent of County, which County may grant, deny or condition in its sole and absolute discretion.
- D. <u>Access to Assigned Locations</u>. Subject to Concessionaire performing its obligations under this Agreement, County grants Concessionaire, its officers, employees, agents, invitees, vendors, and contractors, the right of reasonable ingress to and egress from the Assigned Locations and any storage space granted to Concessionaire (1) over Airport roadways designated for such purpose, and (2) through the Terminal. Such right of access is subject to such rules and regulations as the Director, the FAA, TSA, or other governmental authorities, may reasonably implement.
- F. <u>Storage/Office Space</u>. Concessionaire is granted the right to use and occupy Room A233 in the Terminal, for the purpose of storing Concessionaire's equipment, supplies and materials.

3. TERM

- A. <u>Initial Term.</u> The Term of this Agreement (the "Initial Term") shall commence on the Effective Date and, subject to the parties' respective termination rights under this Agreement, remain in full force and effect for a term of five (5) years from the Commencement Date.
- B. Option to Extend. Upon mutual agreement in writing and fully executed by both parties, the Initial Term may be extended for up to one (1) additional term of five (5) years.
- C. <u>Hold Over Period</u>. If a new Concessionaire has not been chosen at the expiration date of this Agreement, the County shall have the right to extend the term of this Agreement on a month to month basis until a new concessionaire has been selected and a new concession agreement has been executed.

4. FEES AND PAYMENTS

- A. <u>Concession Fees</u>. Concessionaire shall pay the County, without notice, annually, 36% of Gross Receipts every Contract Year. During the Transition Period, Concessionaire shall pay the County, without notice, 30% of Gross Receipts.
- B. Adjustments to Concession Fees.
 - (1) The fees shall be subject to proportional reduction where a display case or other display advertisement in an Assigned Area was visually obstructed or subject to electric supply failure for more than three (3) days without fault to Concessionaire.
 - (2) If any of the Assigned Locations are deleted by County under Section 9, and are not replaced with a comparable Assigned Location with one hundred twenty (120) days, and if such deletion results in a ten percent (10%) or greater reduction in the

- fees due, the total fees due County shall be equitably reduced as agreed by the parties.
- (3) If Concessionaire is required to expend extraordinary amounts for special requests from the County, new technologies or sponsorship/naming rights/marketing opportunities then Concessionaire may deduct these amounts from fees due to the Airport.

C. Payment.

- (1) Concessionaire shall pay the County the Concession Fees due within fifteen (15) days after the end of the applicable month, without notice or demand at the same time Concessionaire submits its monthly revenue report for Section 4 F. (2).
- (2) Concessionaire shall pay any other fees, charges or amounts due to the County under this Agreement within thirty (30) days of receipt of invoice.
- (3) Unless otherwise directed in writing, Concessionaire shall tender Concession Fees, Rent, and other payments due under this Agreement to the County as follows:

If by check

Office of the Airports Director 1701 State Road 85 North Eglin Air Force Base, FL 32542 If by electronic transfer of funds

SunTrust Bank 5224 Stewart Street Milton, FL 32570 Routing Number 061000104 To Credit: Okaloosa County BCC Account Number 0458210003824

- (4) After the close of each Contract Year, the County shall calculate the fees and other Concession Fee payments paid to the County by Concessionaire for the year, and shall compare such payments to the Concession Fees due the County. If the Percentage Payment and other Concession Fee payments made by Concessionaire during a Contract Year are less than the Concession Fee due for such year, Concessionaire shall pay the County the difference within thirty (30) days of receipt of invoice from the County. If the Percentage Payment and other Concession Fee payments made by Concessionaire during a Contract Year exceed the Concession Fee due for such Contract Year, the County shall refund the overpayment within thirty (30) days. Such refund may be in the form of a credit against future Concession Fee owed by Concessionaire, except for overpayments attributable to the final Contract Year under this Agreement.
- (5) Except as may otherwise be expressly provided in this Agreement, no event or situation during the term of this Agreement, whether foreseen or unforeseen, and however extraordinary, shall relieve Concessionaire from its obligations hereunder to pay Concession Fees or Rent. The termination of this Agreement, by the lapse of time or otherwise, shall not relieve Concessionaire of its obligation to pay any Concession Fees or any other fees or charges that have accrued during the Term of this Agreement or any extensions thereto.

(6) If any payment required hereunder by Concessionaire is not made when due, Concessionaire shall pay interest at the lesser of one and one-half percent (1.5%) per month or the highest amount permitted by law per month (the "Contract Rate") on the amount outstanding from the payment due date until paid in full. If any check tendered by Concessionaire in payment of fees or charges under this Permit is not paid upon presentment by Concessionaire's bank, the County may, upon written notice to Concessionaire require that (a) Concessionaire pay the County a return check fee in an amount reasonably set by the County, and (b) all future payment to be made by certified check, money order, or other means to ensure payment of good funds.

D. Gross Receipts.

- (1) "Gross Receipts" means all money or other consideration paid or payable to Concessionaire for services by Concessionaire under this Agreement, whether for cash, credit or exchange, regardless of when collected. It shall include all transactions, regardless of place or time of actual payment. The following, to the extent properly documented and recorded, are the ONLY amounts that Concessionaire may exclude or deduct, as the case may be, from the computation of Gross Receipts:
 - (a) Any amount paid by advertisers in connection with design, fabrication or installation of any advertiser's specialty or custom display/graphics (including, without limitation, the printing, distributing or maintaining of any advertiser's brochures) or with the insertion, programming, updating and monitoring of any motion, computer generated or video display graphics and graphics systems.
 - (b) Any amount paid by the advertisers to Concessionaire or a third party for telephone/data service.
 - (c) Sales commissions actually paid to advertising agencies or other third parties unaffiliated with the Concessionaire, not to exceed fifteen percent (15%) of the amount charged by the Concessionaire to the Advertiser; provided, however, that the amount of such sales commissions are written into the Advertising Contract, are separately stated in the advertising agency invoices or third party agreements, and are substantiated on a case by case basis if requested by County. The sales commission may only be deducted if charged by an advertising agency or other third party. The fifteen percent (15%) agency sales commission shall not be kept by Concessionaire or affiliated companies.
 - (d) Federal, State, and local excise, sales, and use taxes on advertising services sold by Concessionaire that are separately stated, passed through to and collected from the Advertiser, and remitted to the taxing County by the Concessionaire.

- (e) Amounts owed that are deemed uncollectible in the discretion of the Concessionaire after prudent collection efforts. This amount shall in no event exceed three percent (3%).
- (f) Quantity purchase and incentive discounts shall be allowed.

Concessionaire shall keep and maintain full and adequate documentation to support all claimed exclusions from Gross Receipts. Failure to adequately document exclusion shall result in denial of the exclusion. Upon request of the County, Concessionaire shall provide more detailed documentation to support its claimed exclusions.

- (2) Monthly and Annual Gross Receipt Reports.
 - (a) Within fifteen (15) days after the close of each calendar month, Concessionaire shall furnish the County a detailed statement of Gross Receipts, and any deductions from Gross Receipts, for such month prepared in accordance with generally accepted accounting principles in the United States ("GAAP) and certified by a responsible financial officer of Concessionaire. The monthly reports shall be in a form approved or specified by the County, and shall state the name and location of Concessionaire, total sales by category, percentage Gross Receipts by category, and any other type of information, data or calculation reasonably requested by the County.
 - (b) Within ninety (90) days after the close of each Contract Year, Concessionaire shall furnish the County a detailed statement of Gross Receipts, any deductions from Gross Receipts, and a calculation of the percentage Concession Fee due for such Contract Year. The annual report shall be prepared in accordance with GAAP and certified by a responsible financial officer of Concessionaire. In addition, the Concessionaire shall furnish to the County an audited annual accounting statement of Gross Receipts and the percentage concession fee due for the Contract Year, prepared by an independent Certified Public Accountant, in accordance with GAAP. The audit will express an opinion whether Concessionaire's statement of annual Gross Receipts and the percentage Concession Fee due have been accurately calculated, reported, and paid according to the terms of this Agreement.
 - (c) If Concessionaire fails to timely submit any report or audit required under this section, Concessionaire shall pay the County the following as liquidated damages:

0	Each late monthly Revenue Report:	\$100
0	Each late monthly Status Report	\$100
0	Each late annual Revenue Report	\$500
0	Each late annual Audit Statement	\$500

For purposes of assessing damages under this subsection, a report shall be deemed late if it is not received by the County within ten (10) days after the due date specified above.

E. <u>Security Deposit</u>.

- Concessionaire shall deposit with County the sum of \$5,000.00 to be held by (1) County as security for Concessionaire's full, faithful, and timely performance of its obligations under this Agreement (the "Security Deposit"). The Security Deposit shall be in the form of cash, an irrevocable letter of credit or a performance bond. The Security Deposit shall not be considered an advance payment of fees or rent, or a measure of damages in the event of default by Concessionaire. If the Security Deposit is in the form of cash, County shall not be required to earn or pay interest to Concessionaire on the Security Deposit, or to keep the Security Deposit in a separate fund apart from other County funds. If the Security Deposit is in the form of a letter of credit or a performance bond, the credit or performance bond must be in a form, reasonably acceptable to County, and must remain in effect throughout the term of this Agreement and for a period of sixty (60) days thereafter. If a letter of credit or performance bond expires in accordance with its terms prior to such time, Concessionaire must provide a replacement letter of credit or performance bond to County at least thirty (30) days before its expiration date.
- As the Percentage Payment and other fees and charges change during the Term of this Agreement, County shall periodically review the adequacy of the Security Deposit, and may, by written notice to Concessionaire, reasonably increase the amount of the Security Deposit to equal not less than three (3) months estimated total Concession Fees and other fees and charges payable by Concessionaire under this Agreement. Such notice shall include a calculation of the revised Security Deposit. Concessionaire shall within twenty (20) business days of receipt of such written notice from County increasing the Security Deposit, deposit the additional amount with County by certified check, supplemental letter of credit or supplemental performance bond.
- (3) County shall have the right, but not the obligation, to apply all or any part of the Security Deposit to cure any default of Concessionaire under this Agreement, including (a) any arrearages of Concession Fees or Rent, (b) the cost to repair or restore any damage to the Assigned Locations, or (c) any other amounts due from Concessionaire under this Agreement. In such event, Concessionaire must deposit with County an amount equal to the amount so applied by County within five (5) business days of written notice from County of the nature and amount of the application.
- (4) County shall return the Security Deposit to Concessionaire, less any amounts applied by County under subsection (3), within sixty (60) days after the later of the expiration or termination date of this Agreement, or the date that Concessionaire surrenders possession of the Assigned Locations to County.

5. ACCOUNTING RECORDS AND REPORTS

A. Record Retention. Concessionaire shall keep true, accurate and complete books and records, in accordance with GAAP, and in a form otherwise satisfactory to the County, during the full Term of this Agreement and any extension or renewal thereof. Concessionaire's books and records shall be maintained in sufficient detail to fully and properly document and account for all sales, refunds, rebates, discounts, voids, exclusions from Gross Receipts, and other transactions which relate to the amounts reported to the County as Gross Receipts.

Concessionaire shall maintain said books and records for a period of not less than three (3) years after the end of the Contract Year to which they pertain, and for such additional periods, until an audit of the Agreement is complete, and all issues arising from such audit are resolved, whichever is the later. Concessionaire shall make all such books and records available to the Okaloosa County or its designee within ten (10) business days of receipt of written request from the County, or Concessionaire shall pay the reasonable expenses (including travel, lodging, and meals) incurred by the County to examine the books and records in another location.

B. Audit of Books and Records.

- (1) Upon written notice at any time or times during the Term of this Agreement or within three (3) years after the end of any Contract Year, the County or its designee may inspect, reproduce and audit the books and records of Concessionaire relating to its operation at the Airport. If, as a result of such inspection and audit, it is established that additional fees are due the County, Concessionaire shall, upon written notice by the County, pay such additional fees, plus interest, calculated at the Contract Rate, within ten (10) days of written notice. If, on the other hand, such audit determines that Concessionaire has overpaid the fees due the County, the County shall refund to Concessionaire the amount of such overpayment. Except at the end of the Term of this Agreement, a refund by the County under this Section shall be in the form of a credit against future Concession Fees.
- (2) If the results of such audit reveal a discrepancy in favor of the County of more than five percent (5%) between Gross Receipts reported by Concessionaire and Gross Receipts as determined by audit, the cost of the audit shall be paid by Concessionaire.
- C. Monthly Advertising Status Report. No later than the twentieth (20th) of each month, Concessionaire shall provide a status report to the County. The status report shall include the occupancy status of each Advertising Display and Assigned Locations for the previous month and the overall occupancy rate for that month. Such report shall specify what is being advertised in each of the Assigned Locations, and which of the Assigned Locations are currently unsold. The Director has the final County to determine the reporting requirements for this purpose.

6. CONCESSIONAIRE'S SERVICE STANDARDS

- A. <u>Compliance with Applicable Law</u>. Concessionaire shall comply with Applicable Law, including State statute. In the event of a conflict between the terms of this Agreement and the requirements of Applicable Law, Applicable Law shall govern.
- B. <u>Sales Organization</u>. Concessionaire shall maintain a sales organization with the capability to maximize sales at the Airport and with sufficient scope to sell advertising space at the Airport to local, regional, national and international accounts.

C. Performance Measures.

- (1) Concessionaire has made the capital investment and improvements to the Assigned Locations described in Section 7F in accordance with County approved plans and schedule.
- (2) The Concessionaire is in compliance with the Airport Concession Disadvantaged Business Enterprise ("ACDBE") Program described in Section 26.
- (3) Concessionaire shall not have been debarred from contracting with the County, the State, or the Federal Government.
- (4) Neither Concessionaire not its affiliates, officers, or principals, shall have engaged in any unlawful activity or conduct that in the Director's reasonable opinion would bring discredit upon or adversely reflect upon the County, the Airport or Concessionaire, or would be detrimental to public confidence in the County or the Airport.

If Concessionaire fails to meet any Performance Measure, the County shall send written notice to Concessionaire. Concessionaire shall respond to the notice in writing within twenty (20) days with an explanation of the failure, and an improvement plan to avoid future similar failures for the Director's review and approval. Upon approval of the improvement plan by the Director, Concessionaire shall promptly implement the actions set forth in the approved plan. A failure by Concessionaire to comply with the requirements of this subsection, or to implement an approved improvement plan shall be a material event of default.

D. Personnel.

- (1) In the operation of the Concession, Concessionaire shall employ a sufficient number of qualified and trained personnel to ensure compliance with the terms of this Agreement. All personnel, while on or about the Airport, shall be clean, neat in appearance, (with appropriate identification badge displaying no less than Concessionaire and employee name), and courteous at all times. No person employed by Concessionaire or any subcontractor, while on or about the Airport a) shall use improper language; b) act in a loud, boisterous, or otherwise improper manner; c) be permitted to solicit business in a manner that is offensive or otherwise unprofessional; or d) possess or use alcoholic beverages or any controlled substance.
- (2) Concessionaire shall maintain close supervision over its agents, contractors, and employees to ensure the maintenance of a high standard of service to the public and

- compliance with this Agreement. The satisfactory performance of the obligation hereunder shall be determined at the reasonable discretion of the Director. Concessionaire shall take all proper steps to discipline employees who engage in misconduct on or about the Airport, subject to labor contracts, if any, and Applicable Law.
- (3) All persons employed at the Airport are subject to criminal history background checks, and failure to pass the background checks will disqualify a person from employment at the Airport. Concessionaire shall cooperate, and cause its existing and prospective employees and contractors to cooperate, with the County in conducting background checks in accordance with Applicable Law.
- E. <u>Airport Advertising Guidelines</u>. Advertising messages and Advertising Displays shall conform to the following guidelines:
 - (1) An Airport Terminal by its nature is a family environment in which the presence of children may be reasonably expected at all times. Advertisements shall not be obscene or indecent, or promote hatred, bigotry, violence or intolerance, nor may advertisements be offensive to the moral standards of the community, false, misleading, or deceptive, or which in any way reflects negatively on the character, integrity or standing of any individual, firm, or corporation.
 - (2) Assigned Locations may not be used for political advertising, or the advertising of sexual contraceptives, tobacco, alcoholic beverages, or an Adult-Oriented Business.
 - (3) Nothing in this Agreement is intended or shall be construed to create a public forum in the Airport. Concessionaire shall limit its Concession operations to the placement of advertisements from commercial entities where such advertisements do no more than propose the sale, for profit, of goods and/or services.
 - (4) Advertising Displays shall not obstruct or interfere with Airport directional and other signage providing travelers and other Airport users with information about flights, gates, ticket counter, baggage claim, restrooms or other amenities. The Director shall have the authority in his discretion to identify and instruct Concessionaire to correct any such situations.
 - (5) Concessionaire shall not install any Advertising Displays that include pamphlets or other handout material without the express prior written consent of the Director.
 - (6) The County reserves the right to reject, or discontinue displaying, at any time and without advance notice, any advertisement, or advertising content, in whole or in part, that in the County's sole judgment, violates the foregoing guidelines or any other material term or condition of this Agreement. However, if the County previously approved the same advertisement for installation, then County shall reimburse Concessionaire for its actual, documented (i) costs to remove the advertisement and (ii) amounts, if any, credited to the Advertiser by Concessionaire due to the removal.

7. CONCESSIONAIRE'S OBLIGATIONS

- A. <u>Advertising Program</u>. Concessionaire shall implement and manage the Advertising Program. The Advertising Program shall identify the Assigned Locations and the types of Advertising Displays at each location, the target markets and advertisers, proposed changes, additions, or deletions to the Assigned Locations and Advertising Displays. Either party may propose a change to the Advertising Program at any time by written notice to the other party. Upon approval, a revised Advertising Program shall be incorporated into this Agreement, and Concessionaire shall implement and manage the Advertising Program, as revised.
- B. Advertising Contracts. Concessionaire must enter into a written Advertising Contract with each person/entity seeking to advertise in the Airport under this Agreement. An Advertising Contract is expressly subordinate to and subject to the terms and conditions of this Agreement, and its effectiveness is contingent upon the County's approval. If the Concessionaire fails to secure a new advertising concession agreement with the County, any Advertising Contract that is set to expire after the expiration date of this Agreement will expire on the expiration date of this Agreement, unless otherwise expressly agreed by the County in writing. Each Advertising Contract shall include the following:
 - (1) Name, address and phone number of the Advertiser and, if applicable, the advertising agency;
 - (2) Commencement date and termination date for the display of each advertisement;
 - (3) Whether the contract is new or a renewal;
 - (4) Number of displays and their respective locations, media types and sizes;
 - (5) All amounts to be paid for each advertising display, whether such amounts are one-time, weekly, monthly, quarterly, or annually;
 - (6) The amount and payee of any agency sales commission;
 - (7) Any other charges paid or payable by the Advertiser or its agency, such as deposits, charges for telephone lines, fabrication, design, layout, printing, installation, maintenance, etc.;
 - (8) Installation cost and capital cost of each Advertising Display;
 - (9) Maintenance charges;

:

(10) A sketch, photograph or model of the proposed advertising display in sufficient detail that the County can determine the size and style of the proposed advertising display in its proposed location. In the event of rejection of any or all of the proposed display advertising program design plans, Concessionaire may amend and resubmit design plans.

Concessionaire shall submit to the Contract Administrator each proposed Advertising Contract at least four (4) days prior to its effective date for the Director's approval.

C. <u>Display Approval</u>. Prior to installation, Concessionaire shall submit all prospective display advertising to the County's County Administrator for the Department's approval to assure

that it meets the advertising standards and guidelines set out in this Agreement. Concessionaire shall not accept any display advertising that is determined by the Director, in his/her sole discretion, to not meet the advertising guidelines in Section 6.F. The Airports County shall provide written notice to Concessionaire of any disapproval of Advertisements within three (3) days of submission of graphics sample by Concessionaire for digital displays and ten (10) days of submission of graphics sample by Concessionaire for printed displays.

- D. <u>Furnish and Install Advertising Displays</u>. Concessionaire, at its sole expense, shall furnish, design, construct, and install new Advertising Displays at the Assigned Locations in accordance with the Advertising Program. The design and installation of Advertising Displays shall comply with the requirements of the Design and Development Guide, and may be installed only with the County's prior written approval. All Advertising Displays shall be of high quality, safe, fire-resistant, and attractive in appearance. Concessionaire shall complete all required improvements and renovations in accordance with the approved construction schedule, attached hereto and incorporated herein as Exhibit D. Concessionaire shall:
 - (1) Install new advertising material within five (5) days of receipt;
 - (2) Coordinate and oversee any specialty installations, as needed; and
 - (3) Photograph and maintain documentation of all new hardware or static advertiser art installations.
- E. Concessionaire's Required Capital Investment.
 - (1) Concessionaire shall make a minimum initial capital investment of not less than \$115,000 to build and construct the Advertising Program set forth in Exhibit C. If construction or other event at the airport prevents or delays the installation of an Advertising Display that is defined in Exhibit C, the parties shall either agree upon a substitute location in a reasonable amount of time, or Concessionaire shall be granted an extension of time in which to install the Advertising Display. Consequently, upon such occurrence, an extension of time by which Concessionaire must make its minimum capital investment shall also be extended accordingly.
 - (2) If extension is granted for an additional 5-year period, Concessionaire shall make the additional mid-term capital investment of not less than \$45,000.
- F. <u>Continuous Operation</u>. Concessionaire shall continuously operate the Concession throughout the Term of this Agreement. The failure of Concessionaire to continuously operate the Concession, or any part thereof, for any period of time, except as may otherwise be permitted under this Agreement, shall constitute a Concessionaire Default. Concessionaire shall be temporarily excused from complying with this covenant as necessary during the renovation or remodeling of Assigned Locations, and as approved in writing by the Director. The failure to comply with this covenant of continuous operation shall not be excused or waived by reason of Concessionaire's failure to realize or achieve targeted revenue forecasts or goals for any period of time during the Term.

G. Unsold/Vacant Spaces.

- (1) Concessionaire shall exercise good faith efforts and sound business practices to keep all Advertising Displays and Assigned Locations filled with revenue-producing advertising. Advertising Displays and Assigned Locations for which advertising is not sold shall first be offered to the County through the Director for Airport or other County use at no cost to County.
- (2) Concessionaire shall remove from the Assigned Locations any Advertising Display for which advertising has not been sold within thirty (30) days from the expiration date of Concessionaire's Advertising Contract, unless otherwise directed by the Director. Unsold spaces on the Advertising Displays shall be fitted with Director-approved fillers prepared by Concessionaire. Concessionaire shall keep all public service messages and fillers fresh and current and shall replace them if requested by the Director.
- H. Annual Meeting. Concessionaire shall send an executive level representative of Concessionaire from its home or regional office, who is familiar with the terms and conditions of this Agreement, to meet with the County not less than once each Contract Year throughout the Term of this Agreement, and as reasonably requested by the Director. Company's executive level representative shall also be available as required to resolve any issue which cannot be managed by Company's local management. Company's cost to attend such meetings is a reimbursable expense. At the annual meeting, Concessionaire shall present a review of the status and direction of all aspects of the advertising program including but not limited to Concessionaire's performance measures as defined in Section 6.D. herein and future plans.

8. BUILD-OUT AND RENOVATION OF ASSIGNED LOCATIONS

- A. <u>Concessionaire's Obligation to Make Improvements</u>. Concessionaire, at Concessionaire's sole cost, shall make all Improvements to the Assigned Locations in accordance with the Design Review Procedures and all applicable provisions of this Agreement. The Concessionaire shall submit to the Director for his written approval detailed renderings or drawings, design dimensions and type, and location.
- B. <u>Plans and Specifications of Improvements</u>. In order to make any Improvements to the Assigned Locations, Concessionaire shall comply with the following requirements.
 - (1) Construction of Improvements. Concessionaire may not construct or install any new Improvements or materially modify or demolish any existing improvements or infrastructure at the Assigned Locations without the prior written consent of the Director.
 - (2) Design/Construction Review. To obtain the consent of the Director to construction, modification or demolition of Improvements, Concessionaire shall submit plans and specifications for such work to the Director for the Director's approval in accordance with the Design Review Procedures. If the Director approves Concessionaire's preliminary plans and specifications, Concessionaire may proceed to finalizing the design, consistent with such approved plans and specifications, with such changes as may have been required as a condition of the

Director's approval. The Director shall reasonably consider plans and specifications submitted by Concessionaire and shall respond in writing, approving, rejecting, or approving subject to conditions such plans and specifications as provided in the applicable provisions of the Design Review Procedures. The review of plans and specifications by the Director is only for compliance with this Agreement, and not for architectural or engineering design; and that County assumes no liability or responsibility for the design, for any defect in the design, or in any work performed pursuant to such plans and specifications.

- (3) County's Right of Inspection. During the course of the work, the County and its architects, engineers, agents, and employees may enter upon and inspect the Assigned Locations for the purpose of inspecting the work for conformity with the requirements of this Agreement and the plans and specifications approved by County.
- (4) As Built Plans. Within ninety (90) days following substantial completion of construction of any Improvements or modifications to the Assigned Locations, Concessionaire shall furnish County with (a) a certificate from Concessionaire's engineer certifying that the work has been completed in accordance with the approved plans and specifications; (b) a complete set electronic as-built drawings in AutoCAD (current release) or equivalent program format acceptable to County of all improvements or modifications to the Facilities ("As Built Plans"); (c) copies of all operation and maintenance manuals and warranties on the Improvements or any component part thereof; and (d) a list of all maintenance contractors and contracts for the Improvements, or any part thereof. Concessionaire covenants that County may use all plans and specifications submitted by Concessionaire pursuant to this Agreement without payment to Concessionaire or any other person, for purposes relevant to and consistent with this Agreement.
- C. <u>Construction Standards</u>. Construction or modification of Improvements to the Assigned Locations must comply with the following requirements.
 - (1) Improvements shall be installed and constructed in a good and workmanlike manner, utilizing good industry practice for the type of work in question, and in compliance in all material respects with all Applicable Laws, including applicable building codes. All work shall be performed by competent contractors duly licensed by the appropriate governmental authority in the State of Florida.
 - (2) Improvements shall be designed and constructed in accordance with the applicable provisions of applicable County rules and regulations, and Applicable Law.
 - (3) After commencement, Concessionaire shall prosecute the authorized work with due diligence to its completion.
- D. <u>Permits, Insurance and Bonds</u>. Concessionaire may not commence construction, installation, modification or demolition of any Improvements until:
 - (1) All necessary permits, licenses, and approvals have been obtained.

- Concessionaire has delivered to County for approval and County has approved certificates of insurance, in a form and for coverage amounts and with deductibles or self-insured retention amounts reasonably satisfactory to County, evidencing Concessionaire's construction contractor's "all risk" type Builder's Risk insurance coverage, Commercial General Liability Insurance coverage, Business Automobile Liability Insurance Coverage, and Workers' Compensation Insurance Coverage, as specified in Exhibit C. Concessionaire's contractor's insurance policies must be endorsed to name County as an additional insured, waive subrogation against County, and provide County not less than thirty (30) days' prior written notice of cancellation.
- (3) Concessionaire has delivered to County valid performance bond and payment bonds without expense to County. Said bonds shall be maintained and kept in full force and effect until all work required to construct, install, modify or demolish (as applicable) the Assigned Locations is complete. The bonds shall be in a form, and issued by a surety licensed to transact business in the State of Florida, reasonably acceptable to County. The bonds shall be in a penal amount equal to the full amount of all contract(s) required for the construction, installation, modification or demolition of the Improvements. The performance bond shall be for the protection of County, and ensure the full faithful and timely performance by Concessionaire or its contractors of the obligations to construct, install, modify, or demolish the Improvements in accordance with the plans, specifications and contract documents. The payment bond shall guarantee the prompt payment by Concessionaire or its contractors to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers in the construction, installation, modification or demolition of the Assigned Locations, and shall protect County from any liability, losses, or damages arising therefrom. Concessionaire may satisfy its obligations hereunder with a "dual obligee" bond provided by Concessionaire's general contractor for the protection of both the County and Concessionaire.
- E. Ownership of Improvements. All permanent improvements made to the Assigned Areas by the Concessionaire shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time said permanent improvements shall become the property of the County. Notwithstanding anything to the contrary in this Agreement, all non-permanent advertising displays, equipment, trade fixtures, materials and supplies of Concessionaire, which shall include, without limitation, telephone boards, wall displays and freestanding displays, display cases, proprietary digital equipment and tension fabric displays are and shall remain the property of Concessionaire unless Concessionaire shall fail within sixty (60) days following the expiration or earlier termination of this Agreement to remove such personal property. In the event of such failure to remove non-permanent property within the time period permitted, the County shall have the rights to retain or dispose of the personal property in accordance with section 705.182, Florida Statutes.
- F. <u>No Liens</u>. Concessionaire shall be solely responsible for payment to all contractors and workers for all elements of construction, modification, or demolition of the Improvements,

and shall keep the Assigned Locations free and clear of all liens resulting from any such work thereon, or the furnishing of labor or materials, by or on behalf of Concessionaire. If any such lien is filed or asserted, Concessionaire shall promptly cause the same to be released within thirty (30) days, or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the Assigned Locations or any portion thereof. Concessionaire May contest the Correctness or Validity of any Such Lien, But shall indemnify, defend, and hold the County harmless from any and all such lien claims.

9. RELOCATION, DELETION, OR ADDITION OF ASSIGNED LOCATIONS

- A. <u>General</u>. The County may, at its sole discretion, direct Concessionaire to vacate any one or more of the Assigned Locations or relocate or remove any one or more of the Advertising Displays due to Airport development/construction, operational necessity, security, or safety considerations upon not less than thirty (30) days prior written notice to Concessionaire, except in an emergency affecting Airport security or public health and safety.
- В. Relocation. If relocation of an Advertising Display or one or more of the Assigned Locations becomes necessary, the County shall offer Concessionaire a replacement site which is substantially equivalent in commercial value and size, if available. If Concessionaire disagrees with the replacement location, Concessionaire may, within ten (10) calendar days of receipt of the Director's written notice of impending relocation, give written notice of objection to the Director. Upon such notice by Concessionaire, the parties shall, for a period not to exceed twenty (20) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however, if for any reason the disagreement is not resolved with such period, the Director shall have the right to unilaterally decide the matter, and Concessionaire shall abide by the Director's decision. If County directs Concessionaire to relocate an Advertising Display or one or more of the Assigned Locations, the actual verifiable costs of relocation and disassembling the Improvements and re-assembling them on the new site shall be borne by the County. County shall not be liable, however, for any indirect, incidental, or consequential, costs incurred by Concessionaire as a result of such relocation, including increased maintenance or operational cost, or loss of income, sales, or profits. If a comparable alternative location is not available for an Advertising Display proposed for relocation, the removal of that Advertising Display shall be treated as a Deletion under Sections 4.B and 9.C.
- C. <u>Deletion</u>. If the County deletes one or more of the Assigned Locations, and does not, within three (3) months from such deletion, provide Concessionaire with a comparable replacement site, the County shall reimburse Concessionaire for the unamortized net book value of the Improvements at the deleted Assigned Locations which cannot be reasonably removed and re-used by Concessionaire, based upon a straight-line depreciation, with no residual value. The straight-line depreciation shall begin upon the date of the installation of the affected Display Advertisement Assigned Location until the expiration or earlier termination of this Agreement. County's reimbursement shall be based upon the date such Assigned Location is no longer visible to the traveling public through the expiration or earlier termination of this Agreement.

D. Addition. At any time during the term of this Agreement, either party may propose an additional Assigned Location, by written notice to the other party. The notice shall include the type, number and size of Advertising Displays that are proposed to be installed at the additional Assigned Location, and the proposed revenue for the additional Assigned Location, if applicable. The party receiving the proposal for the Additional Assigned Location shall have thirty (30) calendar days to submit a written response to the proposal. Upon acceptance of additional Assigned Locations, the additional Assigned Location(s) will be added to Exhibit B. The Concessionaire may also elect to return an equal number of Assigned Locations of comparable commercial value and size in exchange for newly granted Assigned Locations without effect upon the then current Percentage Payment.

10. MAINTENANCE, REPAIRS AND DELIVERIES

A. <u>General</u>. Concessionaire shall keep the Assigned Locations in a safe, clean and orderly condition, free of debris, trash, and hazardous conditions. Concessionaire shall cooperate with the County in its recycling program at the Airport. Concessionaire shall notify the County promptly of any hazardous conditions of which Concessionaire becomes aware in the public areas of the Airport outside the Assigned Locations. Concessionaire shall implement a comprehensive program for the dusting, cleaning and servicing of the Advertising Displays.

B. <u>Concessionaire's Maintenance and Repair Obligations.</u>

- (1) Concessionaire shall, without cost to the County, maintain the Assigned Locations, Improvements, and Advertising Displays, in an "as new" condition, and in a safe condition. Concessionaire shall clean, service, maintain, repair, or replace all Improvements within the Assigned Locations, as commercially needed. All workmanship and materials shall be of quality at least equal to the original.
- Concessionaire shall regularly inspect the condition and functionality of the Assigned Locations and Advertising Displays. Concessionaire shall be on call at all times to address maintenance and service issues, with a response time not to exceed 24 hours. Concessionaire shall promptly replace all defective light bulbs, screens, and other Advertising Display components and equipment. Concessionaire shall maintain an adequate stock of replacement parts, supplies, and equipment at all times. Concessionaire shall promptly install and replace advertising copy as needed. Concessionaire shall complete a full visual inspection of all Advertising Displays at least two (2) times per week for condition and functionality, and advertisement content condition and placement, and shall actively check operation of all telephones, client call buttons and mobile data. Concessionaire shall treat all screens/signs with anti-static solution at least once each week.
- (3) The Airport shall be the sole judge of the quality of maintenance. The Airport or its authorized agents, may at any time, without notice enter upon the Assigned Locations to determine if the maintenance requirements of this Agreement are being fulfilled. If the quality of maintenance is unsatisfactory, the Airport shall so notify the Concessionaire in writing.

- (4) Concessionaire shall immediately correct any unsafe or hazardous or potentially unsafe or hazardous condition on the Assigned Locations upon receipt of notice from the Director. The Director may direct the Concessionaire to close the Assigned Locations or the affected portions thereof until the unsafe or hazardous condition is corrected.
- (5) Concessionaire, at its sole expense shall repair any damage to the Airport or Assigned Locations caused by the negligence or misconduct of Concessionaire's employees or invitees. Except for emergency repairs, all repairs must be approved in advance by the Airport. Repair work shall conform to the rules and regulations prescribed periodically by federal, state, or local authorities having jurisdiction over the work in Concessionaire's Assigned Locations. The Airport shall be the sole judge of the quality of the repairs.
- (6) If Concessionaire refuses or neglects to timely undertake the maintenance, repair, or replacements required under this Section, or if such work is thereafter not diligently prosecuted to completion, the Airport shall have the right, but not the obligation, to make such repairs on behalf of and for Concessionaire. Concessionaire shall reimburse the Airport upon receipt of invoice for the Airport's full cost thereof, including administrative and overhead costs.
- C. <u>Airport's Maintenance and Repair Obligations</u>. The Airport shall provide structural maintenance to the Terminal and shall maintain and repair the exterior walls of the Assigned Locations in the Terminal; provided, however, maintenance of all interior and exterior walls constructed or remodeled by Concessionaire shall be Concessionaire's responsibility.

D. <u>Deliveries</u>.

- (1) The County has established authorized vendor delivery zones. Delivery zones may be changed periodically to accommodate Airport construction or operational requirements.
- (2) Concessionaire shall ensure that Advertising Displays and other goods, equipment and property being transported within the Airport are handled with care and are properly packaged to prevent damage in transit. All goods and merchandise brought into the Terminal is subject to inspection, including the use of x-ray equipment or other technology. Concessionaire shall use only those deliveries and receiving routes established by the County.
- (3) Deliveries to the Terminal may be restricted to certain hours of the day, depending on roadway and traffic conditions and changing security requirements. Concessionaire should not schedule deliveries during peak air traffic periods.
- (4) Concessionaire shall notify the Airports Contract Administrator at least 24 hours in advance of all deliveries of physically large items to the Airport, or which will be made through TSA screening checkpoints. Airport staff will specify appropriate conditions and procedures for the delivery, including the time and route.

11. UTILITIES

- A. The County shall provide electricity, and in the proper season and during reasonable business hours, heat, ventilation and air conditioning (HVAC). If electric lines do not extend to an Assigned Location, or if an Advertising Display's power requirements exceeds the Airport Terminal standard, Concessionaire shall be responsible to extend or upgrade electric service to such Assigned Location, as applicable, or reimburse the County for its cost to do so. The County may require Concessionaire to install separate equipment for HVAC requirements specifically related to Concessionaire's operations. Such supplemental HVAC equipment shall be procured, installed and maintained by Concessionaire at its sole expense.
- B. Other than the utility services expressly to be provided by the County, Concessionaire will, at its sole expense, provide all utilities needed to operate its business. All utility charges, including deposits, installation costs, connection charges, meter deposits, and all service charges for utility services metered directly to the Assigned Locations or pro-rated by usage shall be paid for by Concessionaire, regardless of whether such utility services are furnished by the County or other utility service corporations.
- C. The County provides mains and utility lines throughout the Terminal for electricity, gas, water, and telephone service and data. Concessionaire, at its sole cost, shall connect into the mains and the utility lines as specified in the Design and Development Guide. All utilities to the Assigned Locations shall be separately metered wherever practical. Charges for those utilities not separately metered shall be prorated.
- D. The County may, for the benefit of the Concessionaire, or for the benefit of others at the Airport, maintain the utilities within the Assigned Locations and enter upon the Assigned Locations at all reasonable times (i) to make such repairs, replacements, and alterations as may, in the opinion of the Director, be deemed necessary or advisable, and (ii) to construct or install over, on, in, or under the Assigned Locations new systems, pipes, lines, mains, wires, conduits, ducts and equipment. The County shall exercise its rights under this section in a manner so as to interfere as little as reasonably possible with Concessionaire's operations.
- E. Except as may otherwise be expressly provided in this Agreement, the County shall have no liability for blackouts, brownouts, or any other cessation, interruption, or failure of utilities.
- F. Concessionaire shall not do anything, or permit anything to be done, that may interfere with the Airport drainage or sewerage systems, fire hydrants, fire alarm systems or fire suppression systems, heating and air conditioning systems, electrical systems, domestic hot and cold water, natural gas, or plumbing systems on the Assigned Locations or elsewhere at the Terminal or the Airport.

12. RIGHT OF ACCESS AND INSPECTION

The County, and its agents, representatives or employees may, at any reasonable time during the Term of this Agreement enter upon and inspect the Assigned Locations (1) to determine compliance with the terms and conditions of this Agreement, (2) to perform of any act which the County may be obligated or have the right to do under this Agreement, or (3) for any other purpose

incidental to the rights of the County hereunder. Nothing in this Section shall operate to relieve Concessionaire of any of its duties or obligations hereunder, or impose any liability upon the County.

13. EMPLOYEE PARKING

The County shall make available to Concessionaire's employees working full time at the Airport parking in a designated employee parking area, as delineated in the attached Exhibit _____, at no additional cost to Concessionaire or its employees.

14. AIRPORT DEVELOPMENT

The County reserves the right to further develop or improve the Airport and all roadways, Terminal Assigned Locations, land areas, and taxiways as it may see fit. The County will attempt to make those improvements in a manner that does not interfere unreasonably with the operations of Concessionaire authorized under this Agreement.

15. INSURANCE REQUIREMENTS

- A. Concessionaire shall, at its cost and expense, throughout the Term obtain and maintain in full force and effect the policies as outlined on Exhibit E, attached hereto and incorporated herein for all purposes. Insurance provided by Concessionaire shall be primary coverage for all covered losses.
- B. Concessionaire shall submit to the County a certificate of insurance, including any renewals thereof, evidencing the foregoing.
- C. Concessionaire shall not do or omit to do or suffer anything to be done or omitted to be done on the Airport which will in any way impair or invalidate such policy or polices.
- D. Every policy shall contain a provision that written notice of cancellation shall be given to the County.

16. INDEMNITY AND LIMITATION OF LIABILITY

A. Indemnity. Concessionaire shall defend, indemnify and hold harmless, except of ACTIONS BROUGHT ON THIS AGREEMENT BETWEEN THE PARTIES, THE COUNTY, AND ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY CONCESSIONAIRE, ITS OFFICERS, AGENTS, EMPLOYEES, CONCESSIONAIRES, CONTRACTORS, SUCCESSORS OR ASSIGNS, (COLLECTIVELY THE "CONCESSIONAIRE PARTIES") (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE CONCESSIONAIRE PARTIES IN THIS AGREEMENT OR IN CONCESSIONAIRE'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE CONCESSIONAIRE PARTIES IN CONNECTION WITH THIS AGREEMENT, THE OPERATION OF THE CONCESSION, OR THE USE OF THE ASSIGNED LOCATIONS OR AIRPORT.

The County shall give Concessionaire written notice of a Claim asserted against an Indemnified Party. Concessionaire shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right, but not the obligation, to participate in the defense of any claim or litigation with attorneys of their own selection, at their own cost, without relieving Concessionaire of any obligations hereunder. In no event may Concessionaire admit liability on the part of an Indemnified Party without the prior written consent of the County Attorney.

Maintenance of the insurance required under this Agreement shall not limit Concessionaire's obligations under this Section.

- B. <u>Waiver of Consequential Damages</u>. Each party hereby waives all rights to recover consequential, incidental, exemplary or punitive damages from the other party, its parents, affiliates and officers including lost profits or income, claims of the other party's customers, Concessionaires, and contractors, and other similar claims or damages.
- C. <u>Claims Against Concessionaire</u>. If a third party claim, demand, suit, or other action is made or brought by any person against the Concessionaire arising out of or concerning this Agreement, the Concession, or the Assigned Locations, the Concessionaire shall give written notice thereof, to the County within two (2) working days after being notified of such claim, demand, suit, or action. Such notice shall enclose a true copy of all written claims. If the claim is not written, or the information is not discernable from the written claim, Concessionaire shall state the date of notification of any such claim, demand, suit, or other action, the names and addresses of the person asserting such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding, and the name of any person against whom such claim is being made. The notice shall be given to the Director as provided herein, and to Gregory Stewart, County Attorney, County Administration Building, 1250 N. Eglin Pkwy, Shalimar, FL, and Nabors, Giblin & Nickerson, P.A. 1500 Mahan Drive, Suite 200, Tallahassee, FL 32308.

17. TAXES

A. Taxes. Concessionaire will pay, or cause to be paid, all ad valorem, use and occupancy, and occupation taxes, excises, levies, assessments, and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind which are assessed, levied, or imposed from and after the Effective Date by any public or quasi-public authority (collectively "Taxes") upon or with respect to (i) the Assigned Locations or any part thereof, or (ii) the Improvements installed by Concessionaire, and (iii) the income received by or for the account of Concessionaire from the Concession or for any use or occupation of the Assigned Locations as and when they become due. Concessionaire shall deliver to County evidence of timely payment of all Taxes, upon request.

B. Tax Contest. Concessionaire may, at Concessionaire's expense, contest the validity or amount of any Tax for which Concessionaire is responsible, in which event, the payment thereof may be deferred, as permitted by Applicable Law, during the pendency of such contest, if diligently prosecuted. Nothing herein contained, however, shall be construed to allow any Tax to remain unpaid for such length of time as would permit the Assigned Locations, the Facilities, or any part thereof, to be sold or seized by any Governmental Authority for the nonpayment of the same. If at any time, in County's reasonable judgment, it shall become necessary to do so, Concessionaire shall, at County's written request, under protest if so determined by Concessionaire, pay such amount of the Taxes as may be required to prevent a sale or seizure of the Assigned Locations or foreclosure of any lien created thereon by such item. Concessionaire shall promptly furnish County with copies of all proceedings and documents with regard to any tax contest, and County may, at its expense, participate therein.

18. PROHIBITED ACTS AND UNUSUAL RISKS

Concessionaire shall not:

- A. Commit any nuisance on the Assigned Locations, or any other portion of the Airport, or do or permit to be done anything that may result in the creation or commission of such nuisance;
- B. Cause or produce or permit to be caused or produced upon the Assigned Locations or upon any other portion of the Airport or to cause to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors;
- C. Permit to be used or use the Assigned Locations for any illegal purpose or for any purpose not expressly authorized hereunder;
- D. Do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the Assigned Locations or elsewhere, or do or permit to be done anything which may interfere with free access and passage in the Terminal or in the streets and sidewalks adjacent thereto; and
- E. Do or permit to be done any act or thing upon the Assigned Locations or upon any other portion of the Airport which will invalidate or conflict with any fire insurance policies covering the Assigned Locations or any part thereof or which, in the opinion of the Director may constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated herein and elsewhere at the Airport.

19. ENVIRONMENTAL COMPLIANCE

A. <u>Environmental Compliance and Indemnity</u>. Concessionaire shall strictly comply with all Federal, State, County, and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, related to pollution or the protection of the environment, including those related to emissions, discharges, releases or threatened releases of or the use, handling, treatment, storage, discharge, disposal, or transportation of hazardous materials or toxic substances ("Environmental Laws") applicable to Concessionaire or this Concession. Concessionaire shall comply with all Airport Environmental Polices/Procedures. Concessionaire shall promptly notify the County of any

spills, releases, or other discharges of hazardous, toxic or regulated substances by Concessionaire at the Airport and promptly abate, remediate, and remove any the same in accordance with applicable Environmental Laws. Concessionaire shall provide the County with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport or the Assigned Locations, or any alleged material noncompliance with Environmental Laws by Concessionaire at the Airport within ten (10) days after such documents are generated or received by Concessionaire. IN ADDITION TO ANY OTHER INDEMNITIES IN THIS AGREEMENT, CONCESSIONAIRE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS (INCLUDING REASONABLE ATTORNEY'S FEES, LITIGATION AND INVESTIGATION EXPENSES, AND COURT COSTS) TO THE EXTENT ARISING OUT OF OR RESULTING FROM CONCESSIONAIRE'S USE, HANDLING, TREATMENT, STORAGE, DISPOSAL, DISCHARGE, OR TRANSPORTATION OF HAZARDOUS, TOXIC OR REGULATED SUBSTANCES ON THE ASSIGNED LOCATIONS OR AT THE AIRPORT, THE VIOLATION OF ANY ENVIRONMENTAL LAW BY CONCESSIONAIRE PERTAINING TO ITS USE OR OCCUPANCY OF THE ASSIGNED LOCATIONS, OR THE FAILURE OF CONCESSIONAIRE TO COMPLY WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS SECTION. The rights and obligations set forth in this paragraph shall survive the termination of this Agreement.

20. ASSIGNMENT, TRANSFER AND SUBLETTING

- A. Concessionaire shall not assign, sublet, sell, convey, transfer, mortgage or pledge this Agreement, in whole or in part, without the County's prior written consent. Notwithstanding the foregoing, either Concessionaire may, without the consent of the County assign or otherwise transfer any of its rights or duties under this Agreement without prior consent if such assignment or subcontract is to: (a) its affiliate; (b) its successors by consolidation, merger or operation of law; or (c) a purchaser of all or substantially all of its assets. Any restrictions, which form a part of any written consent granted, shall be incorporated into a written instrument and shall form a part of this Agreement. Due to the significance of this Agreement and the nature of the services to be provided hereunder, the County shall have the right in its sole discretion, to withhold his consent. Concessionaire shall not use, or permit any person to use, the Assigned Locations, the Improvements thereon, or any portion thereof, except for the purposes as provided in this Agreement.
- B. Any assignment, transfer, sublease, pledge, or hypothecation without first obtaining the County's written consent shall not be binding upon the County, but shall be a material event of default by Concessionaire.

21. CONCESSIONAIRE DEFAULT AND COUNTY REMEDIES

- A. <u>Concessionaire Defaults</u>. Each of the following events shall be a Concessionaire Default:
 - (1) Concessionaire fails to timely pay when due the County the Concession Fees or rent, and such failure continues for ten (10) days after the date of receipt of notice from the County of such non-payment.
 - (2) Concessionaire abandons the Assigned Locations or any substantial part thereof, or ceases to operate the Concession, for a period of ten (10) consecutive days.

- (3) Concessionaire shall fail to pay when due any taxes, assessments, or utility charges when due, or fails to deliver to the County evidence of payment thereof, and such failure shall continue for thirty (30) days after delivery to Concessionaire of written notice specifying such failure, subject to Concessionaire's right to contest the amount of such taxes.
- (4) Any interest of Concessionaire hereunder is levied under execution.
- (5) Concessionaire makes any assignment of its property for the benefit of Creditors, or files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it which is not discharged within ninety (90) days from the date of filing.
- (6) Concessionaire fails to perform any of its obligations under this Agreement, other than a failure to pay rent, Concession Fees or other amounts due the County, and such failure continues for thirty (30) days after receipt of written notice from the County; provided, however, if the failure is curable, but cannot be cured within such 30-day period, a Concessionaire Default shall not occur under this subsection if Concessionaire commences the cure of the failure during such 30-day period and thereafter diligently and continuously pursues the cure to its completion.
- (7) Concessionaire falsifies or makes a material misrepresentation in the Proposal, or in any report required to be made by Concessionaire under this Agreement or Applicable Law.
- (8) Any permit, license, or other governmental authority required to operate the Concession is terminated, expires, or lapses, and is not reinstated within thirty (30) days after notification of the same.
- (9) Concessionaire tenders more than one check in payment of fees or charges under this Agreement which is not paid upon presentment by Concessionaire's bank.
- B. Remedies upon Concessionaire Default. If a Concessionaire Default occurs, County may at any time thereafter and without waiving any other rights hereunder or available to County at law or in equity (County's rights being cumulative), do any one or more of the following:
 - (1) County may terminate this Agreement by giving Concessionaire written notice thereof, in which event this Agreement and the rights and privileges hereby created and all interest of Concessionaire, and all parties claiming by, through, or under Concessionaire, to the Assigned Locations shall automatically terminate upon the effective date of such notice; and County, its agents or representatives, may, without further demand or notice, reenter and take possession of the Assigned Locations and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Concession Fees or existing breaches hereof.
 - (2) County may terminate Concessionaire's right to possession of the Assigned Locations and enjoyment of the revenue, issues, and profits therefrom without

terminating this Agreement or the rights and privileges created hereby, reenter and take possession of the Assigned Locations, change the locks, and remove all persons and property therefrom (except for subtenants or users permitted by the terms of this Agreement), with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Concession Fees or existing breaches hereof. If County retakes possession of the Assigned Locations as provided herein, County shall have no obligation to tender to Concessionaire new keys or other entry devices to any new locks installed in the Assigned Locations, and County may lease, manage, and operate the Assigned Locations and collect the revenue, issues, and profits therefrom for the account of Concessionaire, and credit to the satisfaction of Concessionaire's obligations hereunder the net rental thus received, after deducting therefrom all reasonable actual out of pocket third party costs and expenses of repossessing, managing, and operating the Assigned Locations. If the net revenue so received by County exceeds the amounts necessary to satisfy all of Concessionaire's obligations under this Agreement, the County shall retain such excess. In no event shall County be liable for failure to manage, or operate the Assigned Locations or collect the revenue due under any Advertising Contracts, and any such failure shall not reduce Concessionaire's liability hereunder. If County elects to proceed under this Section, it may at any time thereafter elect to terminate this Agreement.

- (3) County shall have the right, but not the obligation, without judicial process and without incurring any liability therefor, enter upon the Assigned Locations and perform any obligation that Concessionaire has failed to perform. Performance by County shall not cure the Concessionaire default, and all costs and expenses incurred by County including overhead and administrative expenses, in performing such obligations of Concessionaire shall be paid to the County upon demand.
- (4) County may exercise any other right or remedy available to County under this Agreement, or at law or in equity.
- (5) In the event of the occurrence of a Concessionaire Default under Section A.2. of this Section, in addition to all other available rights or remedies, the County shall have the right (but not the obligation) to take over the operation of the Concession and the Assigned Locations either by itself or through others until such time as Concessionaire either cures the default, or this Agreement is terminated.
- C. <u>Concessionaire Liability Continues</u>. Termination of this Agreement under this Section shall not relieve Concessionaire of its liability and obligations under this Agreement and such liability and obligations shall survive any such expiration or termination.

22. TERMINATION BY CONCESSIONAIRE

A. <u>County Default</u>. The County shall be in default under this Agreement in the event the County fails to substantially perform any material term, covenant or condition of this Agreement, and such default is not cured by the County within thirty (30) days after receipt of written notice from Concessionaire; provided, however, if the failure is curable, but cannot be cured within such 30-day period, an County Default shall not occur under this

- subsection if the County commences the cure of the failure during such 30-day period and thereafter diligently and continuously pursues the cure to its completion.
- B. <u>Concessionaire Remedies</u>. Upon the happening of a County Default, and the passage of the time periods described, should the County fail to cure such default within thirty (30) days from the receipt of written notice thereof, Concessionaire may, in addition to other rights or remedies available under Applicable Law, terminate this Agreement by giving written notice thereof to the County at least thirty (30) days in advance of the date upon which termination is to be effective; provided, however, should the nature of the default be such that it is curable, but not curable within such thirty (30) day period, the County shall be deemed to have cured such default, if within such thirty (30) day period it shall commence performance and thereafter diligently prosecute the same to completion.
- C. <u>Concessionaire's Right to Terminate for Other Events</u>. Provided that Concessionaire is not itself in default under this Agreement, Concessionaire may terminate this Agreement upon the happening of any one or more of the following events by giving the County written notice at least thirty (30) prior to the effective date of termination:
 - (1) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereto, in such a manner as to substantially restrict Concessionaire for a period of at least ninety (90) days from operating thereon.
 - (2) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
 - (3) The extensive destruction of Concessionaire's Assigned Locations which substantially impairs Concessionaire's operations under this Agreement and the County's failure to replace said space in accordance with Section 24.
 - (4) The permanent abandonment of the Airport by the County.
- D. <u>Concessionaires Remedies for Termination Due to Other Events</u>. In the event Concessionaire terminates this Agreement under Section C of this Section, Concession Fees due hereunder shall be payable only to date of termination. Upon such termination, as Concessionaire's remedy, the County shall pay to Concessionaire the Net Book Value of its Improvements depreciated in a straight line over the term of this Agreement.

23. REDELIVERY OF ASSIGNED LOCATIONS

Upon expiration or termination of this Agreement, Concessionaire shall quit and deliver up the Assigned Locations to the County peaceably, quietly and in as good order and condition as the same now exist or as may be hereafter improved by Concessionaire or the County; save reasonable use and wear. The County shall have a lien on all property of Concessionaire in the Assigned Locations as security for payment for any sums due the County hereunder. Concessionaire shall promptly return all security badges, keys and other means of access to the Assigned Locations.

24. DAMAGE OR DESTRUCTION

A. <u>Damage to the Terminal</u>. If the Terminal is damaged and such damage is capable of being repaired within six (6) months, the County shall use reasonable commercial efforts to repair

- such damage at its own expense. If such damage shall be so extensive as to substantially impair Concessionaire's operations, the Concession Fees payable hereunder shall be paid up to the time of such damage, and thereafter the Percentage Payment shall be equitably reduced in proportion to such impairment until such time as Concessionaire's operations shall be fully restored.
- B. <u>Unrepairable Damage</u>. If either the Assigned Locations or the Terminal, or both, are completely destroyed by a force majeure, including but not limited to fire, volcano eruption, earthquake, hurricane, flood, tornado, typhoon, explosion, Act of God, the public enemy or other casualty, or so damaged as to be untenantable and incapable of being repaired within six (6) months, the County shall be under no obligation to repair or reconstruct the Terminal or the Assigned Locations. Concession Fees shall be paid up to the time of such damage or destruction, and thereafter shall be proportionately reduced for impaired operation, or if no operation is possible, shall cease until such time as the Assigned Locations are restored, and Concessionaire's obligation to pay Concession Fees shall thereafter resume in the same proportion as Concessionaire's operation on the Assigned Locations shall resume. If such damage or destruction is not repaired or restored within twelve (12) months after such damage or destruction, either party may terminate this Agreement upon written notice to the other party.
- C. <u>Damage to Assigned Locations</u>. If any of the Improvements constructed or installed by Concessionaire in or at the Assigned Locations are damaged or destroyed by a force majeure, including but not limited to fire, volcano eruption, earthquake, hurricane, flood, tornado, typhoon, explosion, Act of God, the public enemy or other casualty, Concessionaire shall repair or replace the same with due diligence at its own cost and expense. Such replacements or repairs shall be equivalent to or better in quality than the Improvements so destroyed or damaged. This paragraph shall not be applicable, however, if the County is not obligated and elects not to rebuild pursuant to this Section. If Concessionaire fails to repair or replace such damaged Improvements subject to a schedule approved by the County, unless this Agreement has been terminated the County may make such repairs or replacement and recover from Concessionaire its full cost and expense of such repair or replacement, including overhead and administrative costs.
- D. <u>Protection of Assigned Locations</u>. The County shall not be responsible to protect or insure Concessionaire's Improvements or other property against loss by fire or other casualty; such responsibility being solely that of Concessionaire.

25. DISPUTE RESOLUTION

A. Should any dispute arise between the parties to this Agreement, then County and Concessionaire agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit (1) a party from terminating this Agreement or exercising any right or remedy for a default by the other party other than a suit for damages, or (2) the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within ten (10) days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of such a meeting and any subsequent

- meeting with respect to such a dispute shall be to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the parties may, by written notice to the other party given within ten (10) days from the expiration of such twenty (20) day period, proceed directly to non-binding mediation as described below.
- В. If the efforts to resolve such dispute through negotiation fail within the period set forth in Section A of this Section, or County and Concessionaire each waive the negotiation process, the parties may select, within twenty (20) days from the date of the Request for Mediation or mutual waiver of negotiation, as applicable, a mediator trained in mediation skills to assist with resolution of the dispute. The parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Florida Dispute Resolution Center. The mediation shall take place in Okaloosa County, Florida. The parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The parties shall share the costs of the mediator equally. In the absence of a separate written agreement to the contrary, the results of this mediation shall not be binding on either of the parties.
- C. Notwithstanding the existence of any dispute between the parties, to the extent commercially feasible under the terms of this Agreement, each party shall continue to perform its obligations under this Agreement during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

26. NON-DISCRIMINATION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- A. Agreement subject to Title 49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise Program Regulations set forth in Title 49 CFR Part 23 ("Part 23"). Concessionaire agrees (a) that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Part 23; and (b) to include the above statements in any subsequent concession agreement or contract covered by Part 23 that it enters and cause those business to similarly include the statements in further agreements.
- B. <u>ACDBE Requirements</u>. In accordance with Part 23, the County has implemented an Airport Concession Disadvantaged Business Enterprise ("ACDBE") plan ("County ACDBE Plan") under which qualified firms may have the opportunity to operate an Airport concession. Concessionaire submitted to the County an ACDBE Compliance Plan ("Compliance Plan"), which is incorporated herein by reference, concerning the ACDBE firms that will participate in this Concession. Concessionaire shall comply with the provisions of Part 23, the County ACDBE Plan and the Compliance Plan. Concessionaire shall not employ any subcontractor or subconcessionaire except as provided in the

- Compliance Plan, and shall not substitute any subcontractor or subconcessionaire identified in the Compliance Plan unless the substitute has been approved by the County in accordance with the County ACDBE Plan. Concessionaire shall timely submit to the County all reports required under Part 23 or the County ACDBE Plan to demonstrate Concessionaire's compliance with its Compliance Plan.
- C. Nondiscrimination and Affirmative Action. Concessionaire, for itself, its successors and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said Assigned Locations and improvements; (2) 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, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that Concessionaire shall use the Airport facilities 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), as said regulations may be amended; and (4) Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Non-discrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section. Concessionaire assures that it will require that any covered subtenant similarly will undertake affirmative action programs and that the subtenant will require assurance from the subtenant's sub-subtenants, as required by 14 CFR Part 152, Subpart E, to the same effect. Concessionaire agrees to post, in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- D. <u>Public Accommodation Laws</u>. Concessionaire covenants that it will comply fully with Applicable Law governing nondiscrimination in public accommodations and commercial facilities, including the requirements of the Americans with Disabilities Act and all regulations promulgated thereunder, and that the Assigned Locations shall remain in compliance throughout the Term of this Agreement.

27. LAWS, AGREEMENTS AND CONDITIONS

A. <u>Compliance with Applicable Law</u>. Concessionaire (including its officers, agents, servants, employees, contractors, sub operators, and any other person over which Concessionaire has the right to control) agree that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to the County, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), FAA Advisory Circulars and Airport

Rules and Regulations. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the County may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

B. Wages and Benefits. Concessionaire shall pay all Concessionaire employees working at the Airport a fair and reasonable wage, no less than the amounts mandated by Applicable Law. The County may periodically review the Concessionaire's records to verify compliance with this section. Concessionaires shall offer health insurance with optional family coverage for all full time Concessionaire employees employed at the Airport. Proof of the health care plan shall be provided to the County upon request. Concessionaire shall maintain throughout the term of this Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). The County may review Concessionaire's FLSA employee records to verify compliance with this provision.

C. Airport Security.

Concessionaire agrees to observe all security regulations and other requirements of **(1)** any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire or Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees and representatives to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the County. County shall have the right to require the removal or replacement of any employee and representatives of Concessionaire at the Airport that County has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by any federal, state or local governmental entity, including the FAA or TSA; any expense in enforcing the regulations of any federal, state or local governmental entity, including the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, County may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that County may take

whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

CONCESSIONAIRE SHALL BE SOLELY AND FULLY RESPONSIBLE FOR, AND SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY FINES OR PENALTIES IMPOSED ON THE COUNTY AS A RESULT OF, ANY BREACH OF AIRPORT SECURITY BY CONCESSIONAIRE, OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS AND SUPPLIERS.

- (2) Concessionaire shall be responsible to obtain the necessary Security Badges for entry to the Sterile, Secured or Restricted areas of the Airport for all Concessionaire and Concessionaire contractor personnel to perform Concessionaire's obligations under this Agreement. Concessionaire shall be responsible to collect and return to the Department Security Badges for Concessionaire or Concessionaire contractor personnel who cease to be employed by Concessionaire or its contractor for any reason.
- D. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.
- E. Amendment. In the event that the FAA, TSA, or other governmental authority of competent jurisdiction, shall require any modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport to use or impose Passenger Facility Charges, or if it is necessary to modify this Agreement to comply with the requirements of Applicable Law, including regulations, orders and decisions of the FAA or TSA, County shall notify Concessionaire in writing. If the Parties are unable to agree upon and execute a suitable amendment within the time frame required by the governmental authority, Concessionaire agrees that County may unilaterally modify this Agreement, upon advice of its legal counsel, as may reasonably be required to obtain such funds or comply with law. Nothing herein shall preclude Concessionaire from contesting such orders or decisions, but Concessionaire shall abide by the unilateral modification by County until such time if any as such governmental authority's order or decision is stayed, rescinded or invalidated as long as such stay, rescission or invalidation remains in effect. In no event will Concessionaire be required, pursuant to this subsection, to pay rent or Concession Fees greater than specified herein.

28. FORCE MAJEURE

The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include, but are not limited to: Acts of God; strikes, lockouts or other industrial disputes; declared economic recessions or depressions as declared by the National Bureau of

Economic Research or other recognized subject matter expert; inability to obtain material, equipment or labor; epidemics, civil disturbances, wars, riots or insurrections; landslides, lightning, earthquakes, fires, volcano eruptions, hurricanes, tornados, typhoons, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

29. NOTICES AND CONTRACT ADMINISTRATION

A. Notices. Any notice required to be given hereunder must be in writing and shall be given by (a) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section; (b) hand delivering the same to the party to be notified; or (c) overnight courier of general use in the business community of Okaloosa County, Florida. Notice given in accordance with this section shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar-days next following deposit thereof in accordance with the requirements above. A party may, by giving written notice to the other, change the address at which its notices are to be delivered.

Notices to the County shall be sent to the following address:

Director of Airports
Destin- Fort Walton Beach Airport
1701 Florida 85 Eglin AFB FL 32542

Notice to Concessionaire shall be sent to the following address:

President In-Ter-Space Services, Inc. d/b/a Clear Channel Airports 7450 Tilghman Street, Suite 104 Allentown, PA 18106

B. <u>Contract Administrator</u>. The County of Okaloosa County, Airports Department, Mr. Mike Stenson, Deputy Director, Destin-Fort Walton Beach Airport, 1701 Florida 85 Eglin AFB, FL, will act as the contact point between the County and Concessionaire, and is designated as the Contract Administrator for the County. The Contract Administrator shall be authorized to act on behalf of the County to organize, schedule, coordinate work processes, and review and approve work projects for this Agreement. The Contract Administrator shall endeavor to resolve questions, expedite decisions, and facilitate the review of work performed in a timely fashion. The County may change its Contract Administrator at any time upon notice to Concessionaire.

30. MISCELLANEOUS

A. <u>Approvals, Consents and Notices</u>. All approvals, consents and notices called for in this Agreement must be in writing and signed by the party to be charged.

- B. <u>National Emergencies</u>. This Agreement shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.
- C. Relationship of Parties. Concessionaire is, and shall be, an independent contractor hereunder and shall control all ways, means and details incident to the performance of its obligations under this Agreement. Except as expressly stated herein, nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. Concessionaire's employees are not employees of the County, are not subject to the personnel policies of the County, and do not participate in the benefits which accrue to County employees.
- D. <u>Jurisdiction & Venue</u>. This Agreement is made under and shall be governed by the laws of the State of Florida. Any and all disputes arising under this Agreement, which cannot be administratively resolved, shall be determined according to the laws of the State of Florida, without regard to conflicts of laws principles. Venue for any actions under this Agreement shall be in the state or federal courts located in Okaloosa County, Florida.
- E. <u>Gratuities</u>. The County may terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Concessionaire or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performance of this Agreement. In the event this Agreement is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Concessionaire the amount of the cost incurred by Concessionaire in providing such gratuities.
- F. <u>Prohibited Interests</u>. No member, officer, or employee of the County during his or her tenure, and for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or its proceeds.
- G. <u>Nonwaiver of Rights</u>. No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.
- H. <u>Severability of Provisions</u>. If any provisions of this Agreement are held invalid, illegal, or unenforceable, such provisions shall be severed and the remainder shall remain in force and effect and construed to conform to the intent of the parties.
- I. <u>Liability of Agents and Employees</u>. No member, officer, agent, director or employee of the County or Concessionaire shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.
- J. <u>Successors and Permitted Assigns Bound</u>. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

- K. Warranty. Each party warrants and represents to the other that the person signing this Agreement on its behalf has been duly authorized and empowered to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of such party, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditor's rights, or with respect to the County, governmental immunity under the Constitution and laws of the State of Florida.
- L. <u>Time of the Essence</u>. Time is of the essence in this Agreement.
- M. <u>Waiver of Attorneys Fees</u>. Each party waives any and all rights under law or in equity to seek or recover attorneys' fees from the other party in any civil or administrative litigation or dispute resolution proceeding for breach of this Agreement or to enforce any provision of this Agreement.
- N. <u>Public Records.</u> Concessionaire shall maintain all records pertaining to this Agreement in accordance with the Florida Public Records law, chapter 119, Florida Statutes.
- IF CONCESSIONAIRE HAS **QUESTIONS** REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES. **CONCESSIONAIRE'S** DUTY TO **PROVIDE** PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.

Concessionaire must comply with the public records laws, Florida Statute chapter 119, specifically Concessionaire must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Concessionaire or keep and maintain public records required by the County to perform the service. If the Concessionaire transfers all public records to the public agency upon completion of the contract, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of the contract, the Concessionaire shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public

- agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- O. <u>Entire Agreement</u>. Instrument contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. It is further understood and agreed by Concessionaire that the County and its agents have made no representations or promises with respect to this Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Concessionaire against the County, and the County shall not be liable by reason of the breach of any representations or promises not expressly stated in this Agreement.
- P. <u>No Third Party Beneficiaries</u>. The County and Concessionaire are the only parties to this Agreement and as such are the only parties to enforce its terms. Nothing in this Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.

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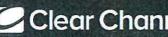
IN WITNESS WHEREOF, the County and Concessionaire have executed this Agreement to be effective as of the <u>21</u> day of <u>December</u>, 2016.

BY: ATTESTS:	COUNTY: BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA Charles K. Windes, Jr. Chairman, Board of County Commissioners Date: // 21 / /6
J.D. Peacock II Clerk of Circuit Court Date: 12/21/16 BY:	CONCESSIONAIRE: IN-TER-SPACE SERVICES, INC. d/b/a CLEAR-CHANNEŁ AIRPORTS Signature
	Print Name Sepior Regional President Title
ATTESTS! Signature	Date: 1215116
Print Name Signature	
Print Name Print Name	

EXHIBIT A PROPOSAL DATED MAY 18, 2016

DESTIN-FORTWALTON BEACHAIRPORT

PROPOSAL FOR AIRPORT ADVERTISING AGENCY RFP AP 45-16



Clear Channel Airports



Airport Advertising Agency Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Re: RFP AP 45-16, Airport Display Advertising Concession

Dear Selection Committee:

It is our pleasure to present In-Ter-Space Services, Inc. d/b/a Clear Channel Airports' (CCA) response to your Request for Proposals for the advertising concession at Destin-Fort Walton Beach Airport (VPS). Clear Channel Airports would welcome the opportunity to continue our long standing partnership with the Okaloosa County. We are confident that we are the most qualified company to handle the design, installation, operation, maintenance and ongoing management of an innovative and cutting-edge airport advertising program at VPS. We trust that you will find our proposal compelling, as we have set out to create a unique advertising environment, using the latest in digital and interactive media products to minimize visual clutter, yet deliver optimal financial benefit to the County. In this way, we will create a balanced media program which will offer a desirable venue for local, regional and national advertisers, while creating an immersive and accommodating passenger experience.

Clear Channel Airports



Clear Channel Airports (CCA) was formed in 2006 when Clear Channel Outdoor brought together the two leading airport advertising companies, both family-owned businesses. One of these airport advertising companies grew its reputation by bringing national advertising dollars to the airport industry for the first time. It improved airport advertising programs and established a full-time airport advertising sales network with offices in the main media buying cities.

The other company, a small, woman-owned business, focused on attracting a much more significant share of local and regional marketing dollars to origination and destination airports. The company invested in professional and creative advertising assets and assigned dedicated sales staff to smaller airports. Sales revenue increased dramatically and the most successful, innovative and culturally diverse airport advertising concession in the nation was built, representing O&D airports.



Clear Channel Airports, with over 40 years of airport experience, continues the tradition of these two companies, delivering strong national, regional and local advertising programs. Today, we manage over 280 airport advertising concessions. With our key corporate partners, we create one-of-a-kind airport advertising programs for each individual airport to ensure maximum revenue for each airport. Our comprehensive and innovative approach to airport advertising enhances airport operation, advertising impact and the passenger experience.

For the Destin-Fort Walton Beach Airport, Clear Channel Airports will:

- Commit to a total capital investment of \$160,000 to \$170,000: \$115,000 to \$120,000 initial investment and \$45,000 to \$50,000 mid-term refurbishment;
- Propose a valuable percentage fee of 36%, which is six percentage points higher than the current offering;
- Deliver an innovative advertising program that utilizes state-of-the-art technology, optimizing advertising effectiveness and minimizing visual clutter;
- Install displays that are aesthetically consistent with the Airport's design, creating an impressive entryway for visitors to Okaloosa County:
- for incorporate technologies, applications and interactive features which will enhance the passenger experience;

- Provide the largest, most experienced airports-dedicated team in the industry, inclusive of local, regional and national sales teams:
- Provide a specialized, comprehensive team of twenty staff members, including a dedicated local service representative to oversee the VPS program;
- Partner with advertisers that creatively represent the culture and quality of life of Destin and Fort Walton Beach, providing a mix of national, regional and local advertisers; and
- Reserve valuable media space to allow VPS and the County to connect with passengers and to strengthen its partnership role with the local and regional business community.

Program Achievements in VPS

Clear Channel Airports is proud to have partnered with the Destin-Fort Walton Beach Airport since 1996. During our tenure, Clear Channel Airports has:

- ✓ Delivered more than \$709,000 in revenue return to the Okaloosa County;
- ✓ Invested over \$230,000 in capital;
- ✓ Provided a mix of national, regional and local advertisers; and
- Developed important long-term relationships with advertisers.

In Summary

Clear Channel Airports is the most experienced firm in the airport advertising industry, employing the largest airport dedicated staff and having the most comprehensive airport partner network. Since 1996, we have demonstrated expertise in the planning, development, execution and management of the airport advertising program for the Okaloosa County. We have unmatched product offerings and unrivaled experience in dealing with new media programs, having successfully redeveloped and improved over 500 media programs during our 40+ years of operation. If we are fortunate to be able to continue as your advertising concessionaire, you have our commitment that the Destin-Fort Walton Beach Airport will remain a priority for our team. Thank you for the opportunity to present our response to your Request for Proposals.

Best regards,

Toby Sturek, EVP Specialty Business 205 N. Michigan Avenue, Suite 940

Chicago, Illinois 60601

Toby Hurch

Office: 610-395-8002

TobySturek@clearchannel.com

Faith Quilling, Airport Development Director

7450 Tilghman Street, Suite 104

Faith Quilling

Allentown, PA 18106 Office: 610-395-8002

FaithQuilling@clearchannel.com

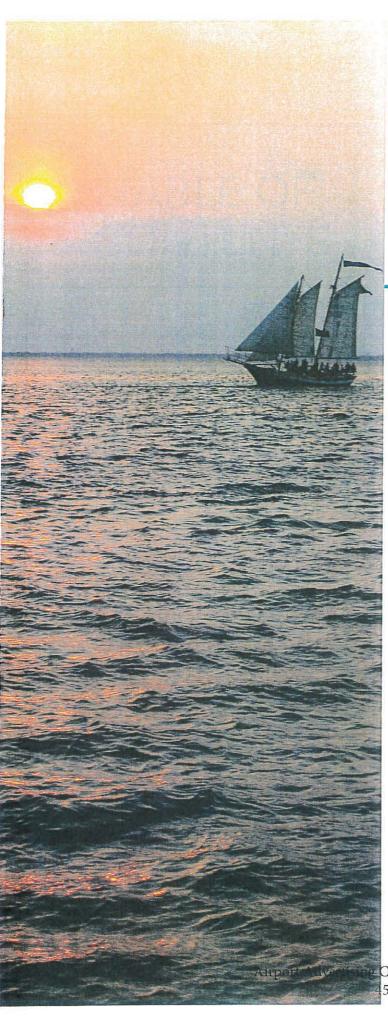
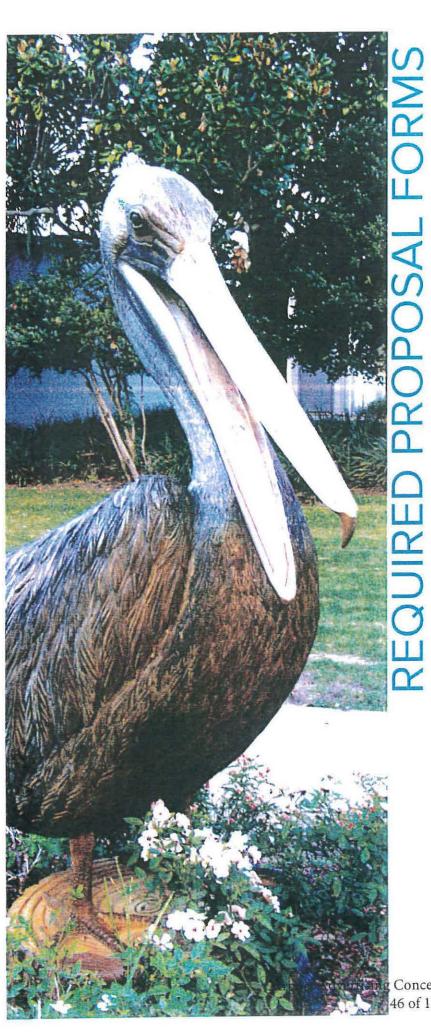


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REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT			
RFP TITLE: AIRPORT AD	VERTISING AGENCY	RFP NUMBER: RFP AP 45-16	
MANDATOR LAST DAY FO RFP DUE DA'	OR QUESTIONS:	May 3, 2016 May 11, 2016 May 18, 2016	2:00 P.M. CT 2:00 P.M. CT 2:00 P.M. CT
NOTE: PROPOSA CONSIDERED.	LS RECEIVED AFTER THE PROPOS		& TIME WILL NOT BE
specifications and co all conditions have be containing sealed pro- County is not respon the respondent. Neit a period of sixty (60)	orida solicits your company to submit a p nditions set forth in this RFP are incorpora seen met. All proposals must have an autl oposals must reference the "RFP Title", ' sible for lost or late delivery of proposals her faxed nor electronically submitted pro- days after the proposal opening unless of	ated into your response. A norized signature in the staff of the staff	A proposal will not be accepted unless space provided below. All envelopes "RFP Due Date & Time". Okaloosa ice or other delivery services used by Proposals may not be withdrawn for
PART OF YOUR P	KNOWLEDGEMENT FORM BELOW NO PROPOSAL PROPOSALS WILL NOT INTOFTHE RESPONDENT.	JUST BE COMPLETED BE ACCEPTED WITHO	D, SIGNED, AND RETURNED AS OUT THIS FORM, SIGNED BY AN
COMPANY NAME	In-Ter-Space Services, Inc. d/b/a Cle	ar Channel Airports	
MAILING ADDRESS	7450 Tilghman Street, Suite 104		A
CITY, STATE, ZIP	Allentown, PA 18106		
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 23-1940160 TELEPHONE NUMBER: 610-395-8002 EXT: FAX: 610-395-4450 EMAIL: faithquilling@clearchannel.com			
RESPONDENT SUBMIRESPECTS FAIR AND V	PROPOSAL IS MADE WITHOUT PRIOR UNDEI ITING A PROPOSAL FOR THE SAME MATE WITHOUT COLLUSION OR FRAUD. I AGREE T AM AUTHORIZED TO SIGN THIS PROPOSAL	RIALS, SUPPLIES, EQUIP O ABIDE BY ALL TERMS	MENT OR SERVICES, AND IS IN ALL AND CONDITIONS OF THIS PROPOSAL
AUTHORIZED SIGNATUR	E: John Hunk	TYPED OR PRINTED NAME —	Toby Sturek
TITLE: EVP, Specia	Ity Businesses	DATEMay 12, 2016	

Airport Advertising Concessionaire Agreement Page 47 of 139

Rev: September 22, 2014

NOTICE TO RESPONDENTS RFP AP 45-16

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 2:00 p.m. (CST) May 18, 2016, for an Airport Advertising Agency.

Interested respondents desiring consideration shall provide an original and five (5) copies (total of 6 copies) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/home then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp.

A mandatory pre-bid meeting will be held at 2:00 p.m. on May 3, 2016. The meeting will be held at the Destin-Fort Walton Beach Airport, Airport Administration Conference Room (2nd Floor), 1701 State Road 85 North, Eglin AFB, FL 32542, Phone (850) 651-7160 ext. 4.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 2:00 p.m. (CST) May 18, 2016 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Airport Advertising Agency". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows: Airport Advertising Agency
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Zan Fedorak	Date
Purchasing Manager	

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr. Chairman

PROPOSAL REQUIREMENTS

ADVERTISING AGENCY FOR THE DESTIN - FORT WALTON BEACH AIRPORT

SCOPE OF WORK: The Advertising Agency services to be provided include, but are not limited to:

- Solicit local businesses to sell advertising in the Airport.
- Create and produce static advertising as well as video/motion high tech displays to be displayed in terminal.

The County seeks a Concessionaire to operate, maintain and provide the Airport's terminal advertising concession.

Concessionaire shall develop and maintain a comprehensive advertising program, totally integrated and coordinated as to design, quality, and content for the Airport.

Concessionaire shall establish, operate, service, and maintain prime quality, expertly designed commercial advertising displays, including but not limited to, self-contained floor exhibits, wall and floor back-lit units, showcases, posters, expo space, direct telephone line hotel and transportation displays, directional clocks, electronic, computer and video displays and other forms of advertising which may be approved to provide, continuity during the period of the agreement.

All installations shall be in good taste, professionally developed.

The specific locations for displays, dioramas, poster boards and telephone boards will be selected and approved by the Airport Director.

Concessionaire shall be granted the right to install and maintain appropriate signs in the assigned areas provided that the design, installation and maintenance of such signs shall be consistent with the graphic standards and policies of the Airport.

All advertising material, advertisements and manner of presentations shall be subject to approval by the County.

All permanent improvements made to the assigned areas and additions and alterations thereto made to the assigned areas by the Concessionaire shall be and remain the property of the Concessionaire until the expiration of the term of the agreement or upon termination of the agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise whichever first occurs) at which time the said improvements shall become the property of the County, provided however, that any trade fixtures, displays and other possessions of the Concessionaire not permanently affixed to the Airport may be removed.

Upon termination of the agreement, the Concessionaire shall aid the County in all ways possible in continuing the Terminal advertising concession without interruption.

Concessionaire shall use its best efforts to:

RFP Specifications-1

OKALOOSA COUNTY

- 1. Develop on a continuing basis, integrated master plan for advertising at the Airport.
- 2. Follow quality criteria which will recognize the need for integrity of design and advertising content appropriate to the prestige and dignity of the Airport.
- 3. Practice space utilization planning which will recognize and meet the needs of all advertising classifications and insure maximum revenue return to the Airport.
- 4. Provide a sales organization with ability and experience to solicit and sell local, regional, and national advertising for display at the Airport with a primary emphasis on local advertising.

TERM OF CONTRACT:

The initial term of this contract shall be for a period of five (5) years.

RENEWAL OPTION:

The contract may be renewed for up to five (5) additional years upon mutual consent by both parties in writing and subject to all other terms and conditions of this agreement.

COMPENSATION:

Concessionaire shall pay County a minimum of thirty percent (30%) of gross advertising sales revenues.

TAXES AND ASSESSMENTS:

Concessionaire agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Concessionaire further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: mweisser@co.okaloosa.fl.us (850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

- 3. **INTEGRITY OF PROPOSAL DOCUMENTS** Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
- 4. **SUBMITTAL OF PROPOSAL** A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that

respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
- 7. **IDENTICAL TIE PROPOSALS** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

- 8. **CONDITIONAL & INCOMPLETE PROPOSALS** Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
- 9. **PROPOSAL PRICE** The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
- 10. **ADDITION/DELETION OF ITEM** The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
- 11. **SPECIFICATION EXCEPTIONS** Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
- 12. **APPLICABLE LAWS & REGULATIONS** All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 13. **DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF CONTRACT -

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. **PAYMENTS** Concessionaire shall pay County a minimum of thirty percent (30%) of gross advertising sales revenues.
- 16. **DISCRIMINATION** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- 17. **PUBLIC ENTITY CRIME INFORMATION** Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. **CONFLICT OF INTEREST** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

- 19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. **INVESTIGATION OF RESPONDENT** The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 21. NO CONTACT CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

- 22. **REVIEW OF PROCUREMENT DOCUMENTS** Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. **FAILURE OF PERFORMANCE/DELIVERY** In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
- 27. **AUDIT -** If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
- 28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. **NON-COLLUSION** Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of

notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

31. The following documents are to be submitted with the proposal packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Company Data
- H. Addendum Acknowledgement
- I. Proposal Sheet
- J. Certification Regarding Lobbying

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	May 12, 2016	SIGNAT	URE: John Hunch
	In-Ter-Space Services, Inc.		
COMPANY:	d/b/a Clear Channel Airports	NAME:_	Toby Sturek
			(Typed or Printed)
ADDRESS:	7450 Tilghman Street		
	Suite 104	TITLE:_	EVP, Specialty Businesses
	Allentown, PA		
	18106	E-MAIL:	faithquilling@clearchannel.com
PHONE NO.:	610-395-8002		

Form-A

OKALOOSA COUNTY

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES	: NO:x	
NAM	TE(S) POSITION(S)	
9		
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		
FIRM NAME: BY (PRINTED):	In-Ter-Space Services, Inc. d/b/a Clear Channe Toby Sturek	l Airports
BY (SIGNATURE):	Toky Stine	
TITLE:	EVP, Specialty Businesses	
ADDRESS:	7450 Tilghman Street, Suite 104 Allentown, PA	18106
PHONE NO.:	610-395-8002	
E-MAIL:	faithquilling@clearchannel.com	
DATE:	May /2, 2016	

RFP Form-B

OKALOOSA COUNTY

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the

above requi	rements.	
DATE:	May/2, 2016	SIGNATURE: 10/1/ Hunch
COMPANY:	In-Ter-Space Services, Inc. d/b/a Clear Channel Airports	NAME: Toby Sturek
ADDRESS: _	7450 Tilghman Street	TITLE: EVP, Specialty Businesses
	Suite 104	

E-MAIL:

PHONE NO.: 610-395-8002

Allentown, PA

18106

faithquilling@clearchannel.com

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

		1.			In-Ter-Space Services, Inc.			
	sh.N	Thurs	15	representing	d/b/a Clear Channel Airports			
Signature					Company Name			
On this	12	day of	May	2016 hereby a	gree to abide by the County's "No Contact			
Clause" a	nd unde	erstand vio	lation of this	s policy shall result in	disqualification of my proposal/submittal.			

OKALOOSA COUNTY

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

what per	naterial in th centage	e above: Virgin _ %.	X	or Recycled	(Check the	applicable blank).	. If recycle
Proc	luct Descrip	tion:					
2. Is your	product pa	ckaged and/or shi	pped in	material containing	recycled content?		
Yes			No				
Spec	eify:	N/A					

3. Is your p	product recy	clable after it has re	eached its	s intended end use?			
•		clable after it has re					
Yes	X		No				
Yes	X		No				
Yes	X		No				
Yes	X		No				
Yes	X		No				
Yes Spec	X ify:	here is only a persona	No	involved with no produ	ct involvement.		
Yes Spec	X ify:	here is only a persona	No	involved with no produ nc d/b/a Clear Chan	ct involvement.		

*CCA obtains vinyl material from different vendors and sometimes CCA's clients provide the vinyl material to CCA, so CCA is unable to respond whether in every case the vinyl contains recycled material, if at all.

RFP

Form-E

OKALOOSA COUNTY

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

In-Ter-Space Services, Inc.	
d/b/a Clear Channel Airports	Toby Starek
Respondent's Company Name	Authorized Signature – Manual
7450 Tilghman Street, Suite 104	
Allentown, PA 18106	Toby Sturek
Physical Address	Authorized Signature – Typed
same as above	EVP, Specialty Businesses
Mailing Address	Title
610-395-8002	610-395-4450
Phone Number	FAX Number
484-695-9313	484-695-9313
Cellular Number	After-Hours Number(s)
May 12, 2016	
Date	

COMPANY DATA

Respondent's Company Name:	In-Ter-Space Services, Inc. d/b/a Clear Channel Airports
Physical Address & Phone #:	7450 Tilghman Street, Suite 104
	Allentown, PA 18106
Contact Person (Typed-Printed):	Faith Quilling
Phone #:	610-395-8002
Cell #:	484-695-9313
Email:	faithquilling@clearchannel.com
Federal ID or SS #:	23-1940160
Respondent's License #:	N/A
Fax #:	610-395-4450
Emergency #'s After Hours, Weekends & Holidays:	Tom Rimkus 850-603-3302
TO TOTAL OF TENTAND OF	

State of Florida Department of State

I certify from the records of this office that IN-TER-SPACE SERVICES, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on January 28, 1988.

The document number of this corporation is P17817.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 1, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of April, 2016



Ken Deffren Secretary of State

Tracking Number: CU2999953603

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE	
Addendum #1	4/26/2016	
Addendum #2	5/6/2016	
Addendum #3	5/9/2016	

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

RFP

Form-H

OKALOOSA COUNTY

PROPOSAL SHEET

Date Submitted: May 12, 2016

PROPOSAL#: RFP AP 45-16

PROPOSAL TITLE: AIRPORT ADVERTISING AGENCY

	COMPANY NAME									
S		Tabil Him	el.							
ne	Aut	horized Signatur	e – Manual	_						
104	Tob	Toby Sturek								
	Aut	horized Signatur	e – Typed							
	EVP. Specialty Businesses									
	Title									
	610	-395-4450								
_	Fax	Fax #								
	faithquilling@clearchannel.com									
	E-m	ail address								
	es me e 104	me Aut EV Title 610 Fax faith	Authorized Signatur EVP, Specialty Bus Title 610-395-4450 Fax #	Authorized Signature – Manual Toby Sturek Authorized Signature – Typed EVP, Specialty Businesses Title 610-395-4450 Fax # faithquilling@clearchannel.com						

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 1. for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for making 2. lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]
The Contractor, Clear Channel Airport, Sertifies or affirms the truthfulness and accuracy of each statement of its

certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

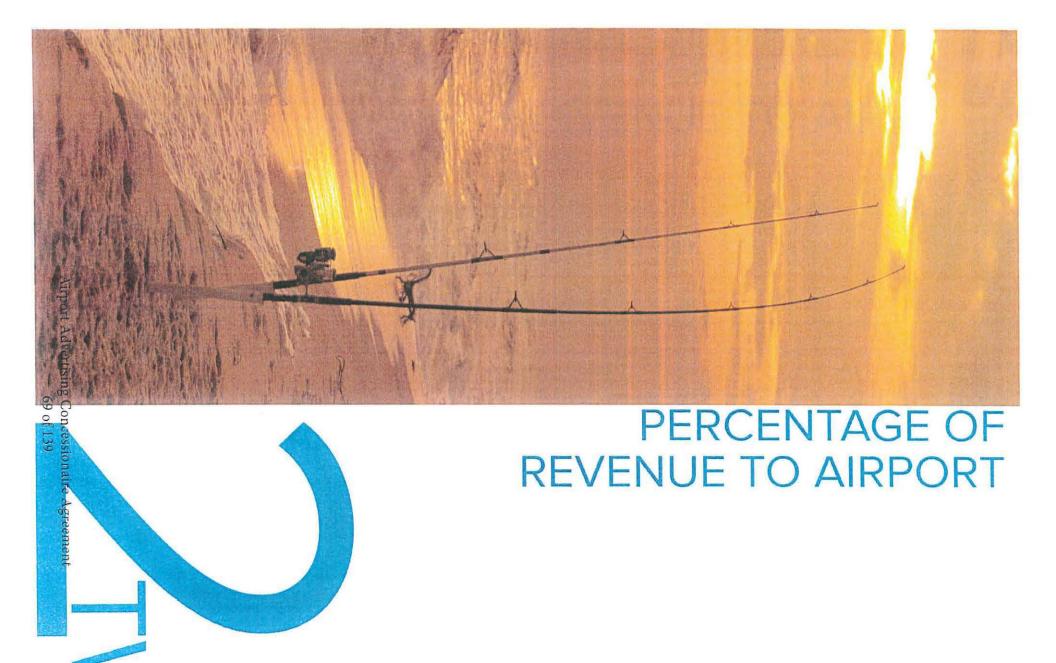
Total Much	Signature of
Toby Sturek	

of Contractor's Authorized Official

EVP. Specialty Businesses Name and Title of Contractor's Authorized Official

May 2. 2016

Date



FINANCIAL OVERVIEW

Clear Channel Airports has thoroughly analyzed the revenue potential for the new advertising display program at the Destin-Fort Walton Beach Airport. With a new, visually impressive, state-of-the-art program, VPS will realize higher sustained revenues. We will continue to share these revenues with VPS and pay on time, every time. We are committed to delivering product advancements, aesthetic enhancements and consistent superior sales and service during the term of our agreement.

We are confident that with the installation of new, high tech digital and high impact static designs revenue will be driven back to previous highs. A new, desirable media program will provide fresh appeal to past and future clients. Advertisers will be especially excited about the new LED video wall, baggage belt digital network, and large format tension fabric displays. Finally, our theming elements will provide the perfect backdrop for local, regional and national advertisers.

Financial Offer

Term:

Five (5) plus five (5) years

Airport Percentage:

36%

Investment Projected:

Initial Capital: \$115,000 - \$120,000 Refurbishment: \$ 45,000 - \$ 50,000

Projected Revenue and Airport Return:

	Projected Net Revenue	Airport Return				
1st Year	\$ 130,212	\$ 46,876				
2nd Year	\$ 134,118	\$ 48,283				
5 Year Total	\$ 682,995	\$ 245,878				
10 Year Total	\$1,438,487	\$ 517,855				

Capital Investment

Clear Channel Airports' successful formula of continual investment in your airport advertising program requires a significant initial capital investment and commitment of resources. Our capital investment helps entice advertisers to invest more because of the superior displays in strategic locations. For conservative financial planning and to ensure ample capital contingency for upcoming Airport redevelopment projects, we have built in a substantial capital reserve to cover additional capital demands throughout the term of the contract.

We project an initial capital investment of \$115,000 - \$120,000 to redevelop an enhanced, technologically superior advertising program that not only meets, but exceeds your goals, including:

- An iconic 5MM LED video wall (approx. 8' W x 4.5' H);
- Comprehensive, double-sided, 75-inch LCD network in baggage claim;
- · Large-format, energy efficient tension fabric displays;
- Floor displays to create a sense of place while showcasing local businesses;
- · A new and modern looking brochure rack; and
- Themed elements to tie new media into the look and feel of the Airport terminal.

Capital infusion continues throughout the term of the agreement. If opportunities arise to add new locations or implement additional sources of advertising revenue, we will have capital on hand to invest. Clear Channel Airports will maintain a capital reserve of \$45,000 to \$50,000, which is scheduled to be infused in year six. This additional investment will ensure that the program remains fresh, aesthetically pleasing and technologically updated throughout the term and gives the Airport the security that we are able to act on future opportunities.

In 2010, Clear Channel Airports made a substantial capital investment of approximately \$30,000 in order to refresh and modernize the VPS media program. At that time, we refreshed a wall wrap and performed refurbishments on five separate scrolling signs. Overall, we spent approximately \$230,000 installing the program that exists today.

Over the course of our tenured partnership, we have worked diligently to preserve and grow advertising revenues, despite the economic climate. CCA looks forward to an opportunity to continue this growth trend through the implementation of new inventory and a continued, multi-pronged focus on local, regional and national advertisers. The refreshed media program we envision for the Destin-Fort Walton Beach Airport will provide a fitting entryway for regional visitors for years to come.

Please refer to the following Capital Investment Schedule for additional information.

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Concrete Proof of Performance

Any company can inflate revenues for the purpose of a proposal. Any company can promise big sales or offer an inflated guarantee to win a contract. But can they perform? Do they pay on time every month?

It is not uncommon for airport advertising concessionaires to promise unsubstantiated gross revenue projections and unrealistic percentage offers. Clear Channel Airports leaves this type of over promising to its competitors. Clear Channel Airports has proven to airports around the world that a combination of higher investment into state-of-the-art advertising programs and percentages set in accordance with a detailed proforma, will create higher real financial return for all parties involved. Clear Channel Airports is proud to have performed above and beyond our revenue projection time and time again.

An unrealistic high percentage prohibits other firms from truly investing in the program. Low profit margins affect future investment. In general, a high percentage results in weak sales and service and an overall unhealthy program. Ultimately, we have the capability to invest and produce sales that count. We have become the most successful firm in this industry by leading the way towards fair contracts that reward additional sales, offering a shared financial return and representing our airport partners in a positive manner. We propose win-win agreements that benefit all. Clear Channel Airports' financial projections have real integrity because they are extrapolated from a proven past performance, along with our performance in similar sized airports.

Pro Forma

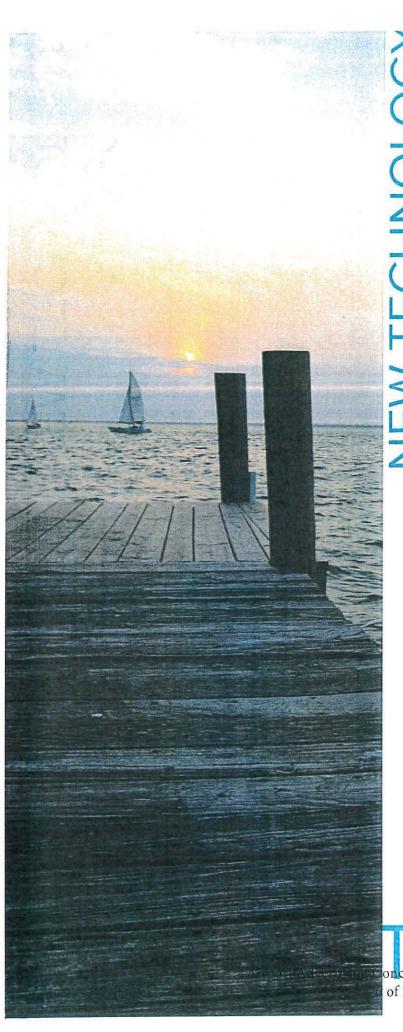
While most companies keep their pro forma to themselves, Clear Channel Airports would like the selection committee to see our projections firsthand. We want our partners to see how we take a conservative sales perspective, how costs are detailed, what it actually takes to create a successful advertising program and how the profits are really shared. As you can see, we fully expect the all-new program to generate a total airport revenue return projection over \$215,000 after five years and a projection of over \$517,000 after ten years. Also, as with our other airport partners, these are consistent month-to-month revenues you can take to the bank.

Please refer to the following Pro Forma for additional information.

			Inital Term				- Da	newal Option			10 Year
	Year 1	Year 2	Year 3	- Moor d	Year 5	Year 6				Year 10	Total
Income Statement	1eer :	ieal T	teat 3	Year 4	1624 0	1981 0	Year 7	Year 8	Year 9	Tear 10	रणसा
Income Setement Gross Revenue from Static and Tech Displays	\$130,212	\$134,118	\$136,801	\$139,537	\$142,327	\$145,174	\$146,078	S151.039	\$154,060	\$157,141	\$1,438,487
	15,948	16,426	16,755	17,090	17.432	17,781		18,499	18.869	19,246	\$176,182
Supplemental Fees	\$146,160	\$150,545	\$153,556	\$156,527	\$159,759	\$162,955	18,136 \$166,214	\$169,538	\$172,929	\$176,387	\$1,614,669
Total Growth (%)	WA.	3.0%	2.0%	2.0%	2.0%	20%	2.0%	20%	20%	20%	41,014,003
Concession Payment	MAN.	3.0%	2.0%	2.0%	2.0%	2,0%	2,0%	2.0%	2.0%	20%	
Cum South Fayment	46,876	48,283	49,248	50,233	51,238	52,263	53,308	54,374	55,462	56,571	\$517,855
		-,,,,									
Total Concession	\$46,876	\$48,283	\$49,248	\$50,233	\$51,238	\$52,263	\$53,308	\$ 54,374	\$55,462	\$56,571	\$517,855
Gross Profit	\$99,284	\$102,262	\$104,307	\$106,394	\$108,521	\$110,692	\$112,906	\$115,164	\$117,457	\$119,816	\$1,096,813
Operating Expenses											
Sales Compensation including commissions	13,065	12,720	9,525	9,906	10,302	10,714	11,143	11,589	12,052	12,534	\$113,551
Administrative Compensation	31,520	32,781	32,781	32,781	32,781	32,781	32,781	32,781	32,781	32,781	\$326,547
Selling Expenses (Travel & Entertainment, Materials)	3,581	3,724	3,873	4,028	4,18 9	4,357	4,531	4,712	4,901	5,097	\$42,994
Service Rep	4,375	4,550	4,732	4,921	5,118	5,323	5,536	5,757	5,987	6,227	\$52,527
Phone/Data Line Expense	1,565	1,628	1,693	1,760	1,831	1,904	1,980	2,059	2,142	2,227	\$18,790
Digital Maintenance	2,150	2,236	2,325	2,418	2,515	2,616	2,720	2,829	2,942	3,960	\$25,813
Repairs/Cleaning/Supplies	1,385	1,440	1,498	1,558	1,620	1,685	1,752	1,823	1,895	1,971	\$16,628
Property Taxes	1,801	1,711	1,626	1,544	1,467	1,394	1,324	1,258	1,195	1,135	\$14,458
General & Administrative Expenses	4,385	4,550	4,743_	4,932	5,130	5,335_	5,548	5,770	6,001	5,241	\$52,544
Total OPS Expense	\$63,827	\$65,350	\$62,795	\$53,850	\$64,953	\$66,198	\$67,316	\$68,578	\$69,897	\$71,274	\$663,950
							_				
OIBDAN	\$35,457	\$36,912	\$41,512	\$42,544	\$43,568	\$44,584	\$45,590	\$46,586	\$47,570	\$48,542	\$432,864
Less: Depraciation & Amortization	19,690	19,690	19,690	19,690	19,690	14,315	14,315.17	14,315	14,315	14,315	\$170,024
EBIT	\$15,767	\$17,222	\$21,822	\$22,854	\$23,878	\$30,268	\$31,275	\$32,279	\$33,255	\$34,227	\$262,839
EBIT Margin (%)	10.8%	11.4%	14.2%	14.6%	14.9%	18.6%	18.8%	19,0%	19.2%	19.4%	16.3%

Private and Confidential

Subjects to the second species



NEW TECHNOLOGY PROPOSED



Design Overview



Over the years, we have gained an in-depth understanding of the airport media industry through experience, experimentation and research. We are the experts in your size airport and have one of the best design teams in the industry. In anticipation of the RFP, our airport development team has researched and collected feedback on the Destin-Fort Walton Beach market, having discussed wants and needs with local marketing entities and current and prospective advertisers. Specifically, we consulted with our partners at the Greater Fort Walton Beach Chamber of Commerce for local theming inspiration and over various program ideas.

Destin-Fort Walton Beach Airport is ready for a new approach and new products that will serve local advertisers desires and ultimately generate more revenue for the airport. The airport is such a vital asset to the community it serves, and it has always been our belief that garnering substantial feedback from those that use and support it are crucial to designing and implementing a media program, which enhances the passenger experience and serves as a fitting gateway to the Destin-Fort Walton Beach area.

The resulting innovative design is a comprehensive, strategically planned, aesthetically pleasing media program for VPS. We have carefully selected and balanced energy-efficient and environmentally sensitive displays with the latest digital and printing technologies the industry has to offer. Varied price points and terminal-wide coverage will allow advertisers to fully connect with passengers, maximizing the advertising potential for your new media program.

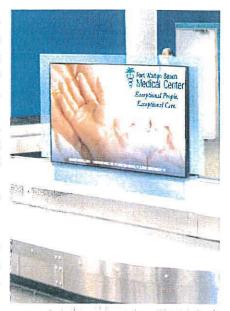
Clear Channel Airports' proposed airport advertising program for VPS:

- Integrates the latest in innovative advertising products and technologies;
- Creates an immersive media program, enhancing the passenger and travel experience;
- Ensures optimal local and national advertising and sponsorship revenue;
- Complements and respects terminal aesthetics;
- · Represents the best of the business and tourism communities Florida's Emerald Coast; and
- Encourages County, Airport, community and not-for-profit messaging and participation.

We understand origination and destination airports better than any other company. We realize the importance of having a solid base of local advertisers to represent the community, as well as the need to include prominent national brands to maximize potential revenues. Our approach includes displays of varying sizes and packaging them creatively to increase advertisers' connectivity to passengers.

Our proposed program design incorporates the latest in digital technology, offering a sophisticated and versatile program that media buyers and marketers have come to expect. While we believe we have developed the most innovative and effective media program for VPS, we look forward to working with County staff to create an advertising program tailored to your vision, and of course, are open to any future program design discussions.

Clear Channel Airports is pleased to finance a capital investment of \$115,000 to \$120,000 in initial capital improvements at the Destin-Fort Walton Beach Airport. The inventory encompassing our capital spend is described below in our



detailed walk-through of the future media program at the Destin-Fort Beach Airport. Our capital investment will finance the following improvements to the current advertising program:

- One iconic 5MM LED Soffit Video Wall (approx. 8' W x 4.5' H);
- Baggage belt double-sided 75" LCD digital network;
- Tension Fabric Displays (TFD) of various sizes;
- Floor displays in baggage claim and lobby area;
- New brochure rack with enough space for a plethora of local businesses; and
- Theming elements to provide a sense of place to all travelers.









LED Video Wall

To create a sophisticated and exciting new media program, we have leveraged our global vendor partnerships to bring cutting-edge technology to Destin-Fort Walton Beach Airport — our ultra-slim, seamless LED display. This display will be a dramatic and dynamic showpiece for all arriving passengers, as well as meter greeters. This exclusive, iconic digital asset will create industry buzz and instant recognition across the aviation and outof-home media industries.

One strategically placed, ultra-thin 5MM LED video wall, 8-feet wide by 4.5-feet tall, will be placed on the primary departure exit soffit. The LED unit will display seamless graphics with ultra-high clarity. The screen will be visible to 100% of arriving passengers as well as individuals greeting travelers at the airport.

*Key Features

- Delivers advertiser flexibility to accommodate both long-term and event-specific campaigns
- Provides exceptional uniform display with tight pixel configuration
- Allows targeted, coordinated airport and community welcome messaging
- Combines fan and noise-free design with low power consumption making it an eco-friendly product
- Offers front-access design
- Eliminates flickering with high refresh rate
- Minimizes heat and eliminates burn-in

Baggage Belt 75" LCD Digital Network

We have included additional impactful digital locations with color accent theming in baggage claim with our 75" LCDs. The baggage claim digital network is the ideal location for local advertisers and is a hot spot for higher dwell time. We propose to install two double-sided 75" LCDs, with four screens total. Our digital LCD video



system is designed for 24/7 operation with simplified maintenance, flexible video processing, a redundant power supply for reliability and integrated media player storage. Brands can advertise on all baggage belts without the high cost of production for multiple locations affording 100% visibility on all belts. We continue to use theming reflective of the beautiful Emerald Coast.

*Key Features

- Attracts key local advertisers
 - Capitalizes on high dwell time in baggage claim
 - · Features eye-level digital locations

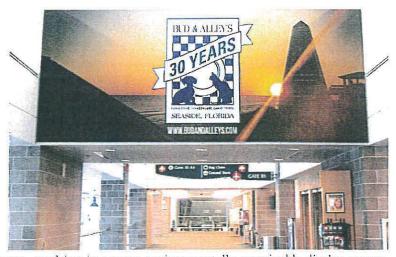
Digital Content Management

A truly successful digital network is not just about putting an LCD on the wall. Content management, quality of content and uptime are critical to the usefulness and commercial viability of any digital media. That is why we carefully select hardware, services and local support to optimize each airport's digital network. Airports provide challenging environments for any system. Clear Channel Airports' digital team selects only premier industrial components that are designed for the challenge. We successfully manage more than 2,000 screens within our global airport network via our talented IT team.

Clear Channel Airports' select LCD displays utilize industrial cooling systems that allow them to operate continuously with brilliant graphics, 24 hours per day or as needed. These units do not have the problems other LCDs experience such as "striping" (blotchy images) or "image retention" (screen burn-in). Our LCDs are bright (typically 600-700 lumens), have a high contrast ratio for sharp graphic definition, and high resolution to provide the best graphic experience. All of our LCDs are fully digitized, using either DVI or HDMI connectivity providing the highest graphic performance. Our industrial digital engines are stress-tested for durability, reliability and outstanding graphic performance. They are networked to our central servers in Allentown, Pennsylvania, where we maintain 24/7 monitoring to confirm reliable playback of all advertisements. Each graphic is properly configured for optimum resolution and maximum impact on the viewing audience.

Large Format Tension Fabric Displays (TFD)

Advertisers can make a bold and modern statement with CCA's sleek tension fabric displays (TFD). These innovative, no-glare displays showcase vivid, sharp graphics. Artwork is printed on ecofriendly fabric with environmentally friendly inks and then stretched into the bezel-free, museumtype display, providing a crisp and professional presentation, bringing a new ease to large format graphic production. All edges of the fabric graphic are concealed in a track built into the satin anodized extrusion, creating a seamless graphic image. The proprietary framing technologies create an advertising solution that is easy to install and economical to operate. The compact



and lightweight fabric graphics reduce shipping costs, resulting in a more environmentally sustainable display system. The frame system allows for quick and easy installation and replacement of graphics. These new TFD's will be located in bag claim, providing a high level of exposure to arriving passengers, as well as throughout both upper and lower level concourses in various sizes.

*Key Features

- Creates maximum visual impact
- Eliminates glare
- Showcases eco-friendly, vivid fabric graphics

Floor Displays

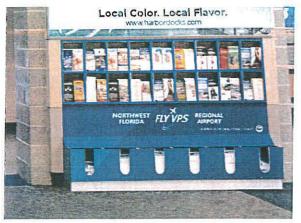
Airport terminals are the largest dealer showrooms in the world thanks to floor displays and exhibits. These are perfect for extending the reach of trade show exhibits, introducing products or initiatives or providing opportunities for consumers to test products before purchasing them. Advertisers can take advantage of the unique and interactive airport environment with more than 700,000 visitors passing through VPS annually. These opportunities, such as floor displays and exhibits, are in high demand by local businesses and accommodations.

⊀Key Features

- Attracts local related brands and accommodations
- · Captures consumer attention due to high dwell time
- Entertains passengers while they wait for luggage



Floor Display, Albuquerque, NM



Brochure Rack

CCA will replace the current baggage claim exit brochure rack with a new refreshed, modern looking unit. The unit will feature 36 brochures and six magazines. The brochure rack will continue to give local business the opportunity to browse the local area before even leaving the airport, and provide materials to accompany their journey out into the local community.

XKey Features

- Perfect for local advertisers
- · First glance at local entertainment, attractions, and lodging
- Provides a take along for visitors

Theming Elements

We have carefully studied the local Destin-Fort Walton Beach area by spending time in the region as well as working with the local Greater Fort Walton Beach Chamber of Commerce to develop a "sense of place" and theming in your airport. The beaches of the Emerald Coast provided much inspiration throughout the creative design process, and we were inspired by the VPS logo. Our baggage belt digital network and bag claim back wall will feature a palette of blues and light acrylic accent elements, letting passengers know that they have arrived to one of the most picturesque beaches of Florida.

Our plan is to work with VPS on establishing a theme that brings out the best of Okaloosa County to passengers utilizing the Destin-Fort Walton Beach Airport. We want to be sure all images, colors and finishes are approved by the Airport staff prior to implementation. CCA is the premier airport advertising firm that prides itself on integrating local imagery to complement each advertising program.

⊀Key Features

- Highlights local area
- Pairs with digital signage
- Provides sense of place to travelers

Layout Approval Method of Screening Out Offensive Ad Content

Clear Channel Airports has a standard policy to employ to manage the content of all advertising placed at VPS:

- All advertising will be inoffensive to the general public and of such high caliber as to contribute to the establishment
 of the terminal building as a prestigious location for commercial advertising.
- All advertising accepted by CCA will meet the guidelines generally accepted by the publishing/advertising industry for "family advertising".
- No tobacco, political or offensive advertising will be permitted in the program.

Before an advertisement ever goes live, our professionally staffed graphic coordinator screens it for content accuracy to make sure it upholds Clear Channel Airports' very own rigorous standards. Once it is approved internally, we forward the content to a designated point person at the airport for final approval. We never install any advertising without airport approval. The Airport has the right to disapprove any content they deem inappropriate, based on what the airport considers to be in the best interest of the passengers and your Airport. Our advertiser contracts and airport partner agreements clearly spell out the content approval process and allow for ample timing to review. This process has proven very effective throughout our 40 years of experience. Clear Channel Airports prides itself in maintaining a high standard for integrity of design and advertising content appropriate for the airport environment.

Unsold Ad Space / Filler Policy / Inventory Control

In the event that there are unsold locations, we will install regionally themed artwork and/or community messaging to promote the Okaloosa County, airport services and/or concessions, or community outreach campaigns as determined and pre-approved by airport staff. The VPS local service representative, with the assistance of our properties and service departments, will monitor performance and troubleshoot any major repair or service issues. Because we are in constant communication with our local team and your VPS staff, we can quickly identify needs and take corrective action, addressing problems with maximum efficiency. We are proud of the maintenance procedures we have developed for



our airports and the high quality standards that we have set and maintain. We trust that these standards will continue to serve the Destin-Fort Walton Beach Airport well. As part of our dedication to ongoing service and development, Clear Channel Airports' management will schedule regular visits to your Airport to perform a complete inspection and audit of your program. Inspections and audits will take place as a normal part of each visit, whether the visit is related to sales, properties or business development. This keeps your program performing at an optimum level, ensuring airport and advertiser satisfaction.

Americans with Disabilities Act (ADA) Compliance

Clear Channel Airports' experienced design, engineering, project and properties teams are highly knowledgeable regarding ADA requirements. Clear Channel Airports' media designs and passenger services are created with all airport passengers and visitors in mind. Clear Channel Airports remains committed to designing and installing advertising displays that complement the architecture and assist all passengers and visitors to your Airport.

Clear Channel Airports' is committed to designing and installing advertising displays that complement and blend with your Airport architecture, as well as assisting all passengers and visitors. We were the first to achieve ADA compliance in airport advertising programs and through our innovative approach we will continue to be the leader. Rather than being reactive, Clear Channel Airports' is consistently proactive in its efforts to improve passenger service as an integral part of your Airport advertising program.

Service and Maintenance

The impression travelers get from an airport directly affects their perception of the host city and region. Therefore, we take our maintenance plan and its operation very seriously using a white-glove approach similar to that of a luxury hotel or high-end retail experience. Everything we install is made from the highest quality and most durable materials available and maintained to consistently look fresh and new. Maintenance is one of the most critical aspects of a successful airport advertising concession because a well maintained airport program produces greater revenues.

Clear Channel Airports' staff is highly trained to service equipment virtually unnoticed in a safe, helpful and proactive manner. Our local airport service personnel receive rigorous training and follow our comprehensive service and maintenance schedule and policies and procedures. All service personnel are overseen by our operations and project manager. Announced and unannounced internal audits are performed regularly.



An important part of the operations process is tracking and reporting activity. Detailed records are logged as specified below and reviewed by our operations management weekly.

Ongoing

- Receiving log. All advertiser artwork, hardware and materials must be logged and inspected upon delivery. This
 includes details on the client, format and number of units, and content/art for each unit. Any quality or run issues
 are noted.
- Published log. As soon as advertisements have been installed/posted, the client name, time of posting, location codes and other relevant information are documented in AdPortal, our content management system.

Weekly

• Full operations report. This report, completed for Clear Channel Airports' corporate project management review, includes: time and dates at the Airport, advertisements installed or removed, correspondence or communication with airport staff, issues addressed, issues outstanding with action items and timelines, and any other relevant information.

Monthly

- Conference calls. A regularly scheduled conference call with Clear Channel Airports' operations personnel across
 the U.S. is used as a forum to share ideas for improving best practices and addressing problems that may arise in
 everyday workplace situations.
- Walk-throughs. Clear Channel Airports' on-site management staff conducts a monthly walk-through with appropriate airport staff to inspect and discuss the advertising program and to document and report comments.
 The walk-through may be scheduled more frequently, if needed or requested.

Clear Channel Airports will adhere to all maintenance requirements of VPS. In addition, Clear Channel Airports' service and maintenance plan includes the following:

• Throughout the term of the agreement. Provide service maintenance, replacement and cleaning of all fixtures and other advertising space to maintain them in "as new" condition; oversee all on-site functions of the airport advertising program including daily, weekly, monthly and quarterly reporting; maintain and manage an inventory of supplies and replacement parts; log all activities, repairs and replacements; in the event of unsold signage, install art (concession promotions, airport messaging or other) in good condition (no wrinkles, creases, tears, smudges or fading of any kind if static), pre-approved by the Airport and adhering to airport policy. Similar digital content must appear in any unsold digital media to maintain 100 percent occupancy levels at all times.

- Ongoing/As needed. Respond immediately to requests and calls from Airport staff; immediately correct equipment and advertisement issues found during daily walk-throughs; oversee and document all work done by subcontractors; prepare for postings by ensuring that advertising content is approved internally and by Airport staff, and by submitting required documents for Airport approval for installations. No artwork that is negative toward the airline industry, socially or politically controversial, or otherwise crude or objectionable is allowed. Receive, thoroughly inspect for production accuracy and prepare new advertiser art for posting; install new advertising material within five days of receipt or as instructed. Smaller units can be changed out during low volume operating hours with appropriate precautions to ensure passenger safety. Large format installations must occur after operating hours. Review locations to ensure quality immediately after installation; photograph all advertisement and hardware installations within 48 hours of posting and upload to Clear Channel Airports' AdPortal so they are available for review by Clear Channel Airports' personnel, clients and airport staff; coordinate and oversee specialty installations as needed.
- Every other day. Visually inspect all displays for fixture condition and functionality and advertisement content, condition and placement; dust/clean all fixtures as needed, a minimum of every other day; replace lights and other parts or components of all fixtures as needed; ensure proper functioning of all interactive media and installations.
- Weekly. Treat all screens/signs with anti-static solution; physically audit the Airport to ensure that all inventory data/reporting is accurate.

24/7 Monitoring of Digital Network

- Broadband service interruptions. Network connectivity is essential to monitoring and update of players. Clear
 Channel Airports monitors uptime continuously and acts promptly to remedy any temporary or major service
 interruptions.
- Server and media player check in. Each machine must check in once per hour to ensure it is online and ready to receive content.
- Content update. Each media player reports the identification of its content once per hour to ensure it has retrieved the most recent content.
- LCD/LED status. Multiple times each hour, media players ensure that the LCD/LED setting has not changed.
 This process alerts Clear Channel Airports if the LCD/LED goes black or if the content is not fitting the screen properly.

Transition Schedule/Removal, Installation, and Restoration

Clear Channel Airports' highly experienced team is prepared to move swiftly to implement an uneventful, non-disruptive, timely transition from the existing advertising program to our proposed, innovative program. As we have proven repeatedly, we are experts at designing, building, installing and monetizing airport advertising programs around the world. To ensure a smooth implementation, we will adhere to the following steps:

- All contractors will attend pre-construction meetings to review VPS's requirements and design guidelines. All contractors and their crews will be badged or escorted appropriately and will comply with all construction, safety, security and insurance requirements.
- The operations manager and construction consultant will work with Clear Channel Airports' local team and the Airport



to coordinate all details of equipment delivery and staging prior to all delivery and installation operations. Installation will commence on agreed-upon dates and will proceed as detailed in the phasing and transition schedules.

- In locations with existing displays, Clear Channel Airports will reconfigure the electrical service, install the new display, re-energize the electric and reconfigure any required data. Any repairs to the walls or floors will be completed to match or complement existing terminal architectural finishes.
- In locations with existing displays that will not be transitioned, Clear Channel Airports will disconnect and cap electrical service to meet code. Existing displays will be removed and recycled locally. Any repairs to the walls or floors will be completed to match or complement existing terminal architectural finishes.
- In locations without existing advertising, Clear Channel Airports will install any necessary power and data
 according to approved construction plans and permits. Clear Channel Airports will install fixtures and displays
 per approved permitted construction documents detailing display type, anchoring methods and electrical and data
 requirements.
- Upon completion of the transition/build-out, Clear Channel Airports' local team will continue to work with the
 Airport staff on a daily basis. All on-going maintenance, repairs, inventory management and releases, inspections,
 meetings with clients and agencies, sales presentations, content installation and removal will be facilitated by this
 team.

Transition Timeline

Task	Detail	Owner	Dependency	Start Week	End Week
Project Scout	Team to scout market/ Photograph site/create site plan	PM	NONE- internal CCA task	1	1
Award project to Marketing Consultants	Kick off to sales team	SM	Completed scout trip	2	2
Submittal of proposed equipment and location to airport for approval	CCA requires airport approval	РМ	Receive approval from Airport for proposed locations	1	2
Appointment scheduling	Sales team on phones to current and new advertisers	Sales	NONE- internal CCA task	3	5
Order equipment approved by Airport	All framing and digital devices, most have 8 week ETA	PM	Vendor production	3	11
Create advertising loops and slots for play back on digital equipment	In house programming performed in AdPortal	TS	NONE-internal CCA task	3	3
Arrange for internet access for digital advertising network	Discuss possibility of access to airports network/find local ISP	TS	Procuring local ISP	3	4
Review and revise vendor quotes	Project manager continues to manage vendor orders	РM	Vendors submitting BIDs in one week	4	4:
Digital specifications out to clients	New user setup / AdPortal welcome emails	РМ	NONE- internal CCA task	5	б
Programming PCs that will run digital advertising	Ghost machines/run test loops	TS	Receiving PCs ordered in week 3	5	6
On site marketing efforts	First Sales blitz in market	Sales	Appointments made with current and new clients	6	7
Revisions for electrical / case blues draft	Elevations drawn, location approval finalized	PM	NONE- internal CCA task	6	6
Electrical / case blues submitted	Elevations drawn, location approval finalized	PM	NONE- internal CCA task	6	6
Submit for all permitting and final engineering	Airport, County and Engineering approvals	PM	Modifications and timeline from airport and county	6	10

Layout reminder for advertisers	Graphic coordinator helps with advertiser content	GC	NONE- internal CCA task	6	10
Digital ad copy uploaded in AdPortal by clients	Design starts to arrive for new clients	Clients	Clients creating digital copy on time	7	7
Electrical / case blues submitted	Pre-wire and run cable	PM	Approval by airport and County in two -four weeks	7	11
Testing advertisers ad copy for graphic specifications compliance	Preflighting all ads on airport replica equipment.	TS	TS	8	8
Digital Touch Screen CPC construction	Reservation center custom built	PM	Vendor	8	10
Airport approval of client graphics	CCA to approve graphics and send to airport	Airport	Approval by airport in one week	9	9
On site marketing efforts (second blitz)	2nd market blitz	Sales	Appointments made with current and new clients	9	10
Millwork and Case Delivery	Install infrastructure for digital components	Vendor	On time delivery of monitors, millwork and parts	11	12
Installation of LCD Network / Video wall	Project team and Tech support	TS	On time delivery of monitors, millwork and parts	11	13
Digital Touch Screen CPC installation	Project team and Tech support	PM	On time delivery of monitors and parts	12	14
Uploading	Graphics coordinator and tech support	TS	Internet Connection	14	14
Systems testing and trouble shooting	Project team and Tech support monitor and test	TS PM	Final Installation	15	16

PM = Project Manager

TS = Tech Support

SM = Sales Manager

GC = Graphic Coordinator

PREVIOUS AIRPORT EXPERIENCE

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COMPANY HISTORY & PROFILE

Clear Channel Outdoor

Clear Channel Outdoor is one of the world's largest out-of-home media and advertising companies with more than 640,000 displays including outdoor, street furniture and transportation in 40 countries across North America, Europe, Asia, Australia and Latin America. Clear Channel Outdoor currently manages the advertising at more than 370 transportation venues, which includes airports, rail stations, subways and buses, and has designed and developed or redesigned and redeveloped the media programs at 195 of these venues within the past five years. Clear Channel Outdoor is a pioneer in the integration of out-of-home media with mobile and social platforms and currently has more than 3,000 digital displays deployed and under management across 38 markets in North America and more than 5,000 digital displays in international markets.



Times Square, NYC

Clear Channel Airports

Clear Channel Airports has more than 40 years of experience dedicated to airport advertising and is the largest airport media firm in the Americas. In 2015, our sales executives generated more than \$200 million in sales, more than all other airport media firms combined. Since 2009, Clear Channel Airports' revenue has grown 35 percent from \$1±9 million to \$200 million in 2015.

Clear Channel Airports' partner airports reach 80 percent of all North American passengers daily, delivering more than 2.5 billion impressions annually. Clear Channel Airports has initially developed or redeveloped approximately 570 airport programs and invested close to \$200 million in these programs throughout our history. As a master airport media concessionaire, Clear Channel Airports has built a reputation for bringing its innovative and solution-oriented approach to major airports across the United States.

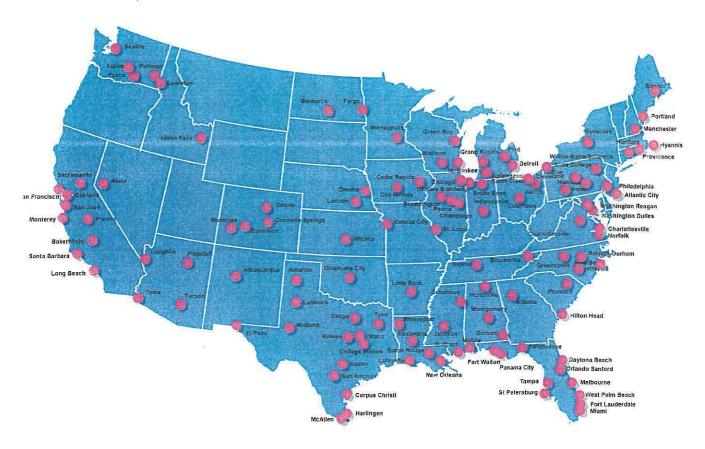
We measure our success by the value we deliver to our airport partners – exceptional passenger experience, service and safety enhancements, airport and regional messaging and promotion, a sense of place, and outstanding technology and image enhancements. Ultimately, however,



we gauge our success by our ability to deliver advertising and sponsorships that address the overall goals, desires and tolerances of each airport partner.

The sales success of each airport advertising program is driven by Clear Channel Airports' ability to access key media buying agencies and advertisers around the world, offer consistent product formats and service, leverage our unmatched network of airport and other media assets, provide solutions for airports and advertisers, and create innovative and compelling advertising opportunities.

Clear Channel Airports U.S. Partners



Clear Channel Airports' Partners

US	Airport Partners
AK	Kenai Municipal
AK	Ted Stevens Anchorage International FBO
AL	Dothan Regional
AL	Huntsville International
AL	Huntsville International FBO
AL	Mobile Downtown FBO
AL	Mobile Regional
AL	Mobile Regional FBO
AR	Bill and Hillary Clinton National
AZ	Flagstaff Pulliam
AZ	Laughlin/Bullhead International
AZ	Scottsdale Municipal FBO
AZ	Tucson International
AZ	Yuma International
CA	Fresno Yosemite International
CA	Fresno Yosemite International FBO
CA	Jacqueline Cochran Regional FBO
CA	Long Beach - Daugherty Field FBO
CA	Long Beach /Daugherty Field
CA	Meadows Field
CA	Monterey Peninsula
CA	Norman Y. Mineta San Jose International
CA	Oakland International
CA	Palm Springs Regional FBO
CA	Sacramento International
CA	San Francisco International
CA	San Francisco International FBO
CA	Santa Ana/Orange County FBO
CA CA	Santa Barbara Municipal FBO
CA	Van Nuys FBO
CO	Centennial FBO
CO	Colorado Springs
CO	Denver International
CO	Denver International FBO
СО	Gunnison-Crested Butte Regional
CO	Montrose Regional
СТ	Bradley International
СТ	Hartford-Bradley International FBO
D.C.	Ronald Reagan Washington National
DC	Washington Dulles International
D.C.	Ronald Regan Washington National FBO
DC	Washington Dulles International FBO
FL	Boca Raton FBO
FL	Daytona Beach International
FL	Eglin AFB

US	Airport Partners Continued					
FL	Ft Lauderdale-Hollywood International					
FL	Ft. Lauderdale-Hollywood International FBO					
FL	Jacksonville International FBO					
FL	Kissimmee Gateway FBO					
FL	Melbourne International					
FL	Miami International					
FL	Northwest Florida Beaches International					
FL	Orlando International FBO					
FL	Orlando Sanford International					
FL	Palm Beach International					
FL	Palm Beach International FBO					
FL	St. Petersburg-Clearwater International					
FL	St. Petersburg/Clearwater International FBO					
FL	Tallahassee Regional					
FL	Tampa International					
GA	DeKalb Peachtree FBO					
GA	Fulton County FBO					
GA	Hartsfield-Jackson Atlanta International					
GA	Savannah/Hilton Head International FBO					
IA	Des Moines International					
IA	Des Moines International FBO					
IA	The Eastern Iowa					
ID	Idaho Falls Regional					
ID	Lewiston-Nez Perce County					
IL	Central IL Regional at Bloomington-Normal					
IL	Chicago Executive FBO					
IL	General Wayne A. Downing Peoria International					
IL	Midway International					
IL	Midway International FBO					
II.	O'Hare International					
IL	O'Hare International FBO					
IL	University of Illinois-Willard					
IN	Indianapolis International					
IN	Indianapolis International FBO					
IN	South Bend International					
KS	Mid-Continent FBO					
KS	New Century Air Center FBO					
KS	Wichita Mid-Continent					
LA	Alexandria International					
LA	Baton Rouge Metropolitan					
LA						
2 5	Lafayette Regional					
LA	Louis Armstrong International FBO					
E 5300	Louis Armstrong New Orleans International					
LA LA MA	Shreveport Regional Barnstable Municipal					

US	S Airport Partners Continued
MA	Boston Logan International FBO
MA	The state of the s
MD	Baltimore-Washington International FBO
ME	
ME	
MI	Bishop International
MI	Detroit Metopolitan
MI	Detroit Metropolitan Wayne County
MI	Gerald R. Ford International
MI	Kalamazoo/Battle Creek International
MN	Minneapolis-St. Paul International FBO
MN	Minneapolis/St Paul International
MN	Rochester International FBO
MN	St. Paul Downtown
МО	Charles B. Wheeler Downtown FBO
МО	Kansas City Downtown FBO
MO	Kansas City International
MO	Lambert - St. Louis International FBO
МО	Lambert-St Louis International
MS	Golden Triangle Regional
MS	Gulfport-Biloxi International
MS	Jackson-Medgar Wiley Evers International
MT	Gallatin Field FBO
NB	Epply Airfield FBO
NC	Coastal Carolina Regional
NC	Fayetteville Regional/Grannis Field
NC	Piedmont Triad International
NC	Raleigh-Durham International
ND	Bismarck Municipal
ND	Hector International
NE	Eppley Airfield
NE	Lincoln
NH	Manchester-Boston Regional
NH	Manchester-Boston Regional FBO
NJ	Atlantic City International
NJ	Morristown Municipal FBO
NJ	Newark Liberty International FBO
NJ	Teterboro FBO
NM	Albuquerque International Sunport
NV	McCarran International FBO
NV	Reno-Taho International
NY	Syracuse Hancock International Westelnester County ERO
NY	Westchester County FBO Akron-Canton
OH	The special of the second of t
ОН	Cleveland Hopkins International Port Columbus International
OK OK	Will Rogers World
Cret	5

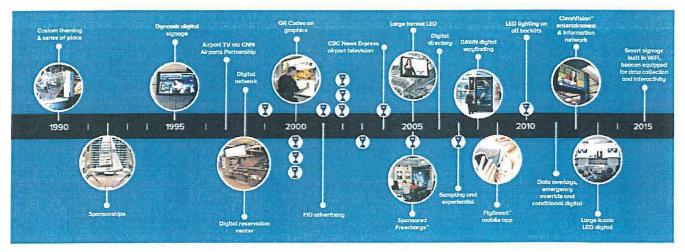
US	Airport Partners - Continued					
PA	Arnold Palmer Regional					
PA	Erie International/Tom Ridge Field					
PA	Harrisburg International					
PA	Philadelphia International					
PA	University Park					
PA	Wilkes-Barre/Scranton International					
PR	Fernando Luis Ribas Dominicci					
RI	T.F. Green					
SC	Florence Regional					
SC	Hilton Head					
SC	Hilton Head Island FBO					
TN	Memphis International FBO					
TN	Nashville International					
TN	Nashville International FBO					
TN	Tri-Cities Regional					
TX	Austin-Bergstrom International					
TX	Austin-Bergstrom International FBO					
ТХ	Corpus Christi International					
TX	Corpus Christi International FBO					
TX	Dallas Love Field FBO					
TX	Dallas/Fort Worth International					
TX	Easterwood Field					
TX	El Paso International					
ΤX	Houston Hobby FBO					
TX	Killeen Fort-Hood Regional					
TX	Lubbock Preston Smith International					
ТХ	McAllen Miller International					
TX	Midland International					
TX	Rick Husband Amarillo International					
TX	San Antonio International					
TX	San Antonio International FBO					
TX	Tyler Pounds Regional					
TX	Valley International					
TX	Waco Regional					
VA	Charlottesville-Albemarle					
VA	Newport News International					
VA	Norfolk International					
VA	Roanoke Regional					
WA	Pullman/Moscow Regional					
WA	Seattle-Tacoma International					
WA	Tri-Cities					
WA	Yakima Air Terminal/McAllister Field					
WI	Austin Straubel International					
WI	Dane County Regional					
WI	General Mitchell International					
WI	General Mitchell International FBO					
U.S. T	U.S. Territory - A.B. Won Pat International					

Asia - Pacific Airport Partners	Caribbean & Latin America Partners Continue
Ballina Byron Gateway	Philip S.W. Goldson International
Broome	Piarco International
Coffs Harbour Regional	Princess Juliana International
Dubbo	Princess Juliana International FBO
Dunedin International	Providenciales International
Gisborne	Providenciales International FBO
Gladstone	Robert L. Bradshaw International
Gold Coast	Robert L. Bradshaw International FBO
Hamilton International	Samana
Hervey Bay	Sangster International
Invercargill LTD	V.C. Bird International
Mackay	V.C. Bird International FBO
Mount Isa	Vance W. Amory International FBO
New Plymouth	
Newcastle	European Airport Partners
Port McQuarie	Antonio Canova Treviso
Rockhampton	Bergen
Тапро	Bodo
Tauranga	Budapest Ferihegy International
Wanganui	Euro Basel-Mulhouse-Freiburg
Whangarei	G.B. Pastine Roma Ciampino
Whitsunday Coast	Helsinki-Vantaa International
	Heraklion International
Canadian Airport Partners	Kristiansand
Billy Bishop Toronto City	Larnaka International
Toronto Pearson International	Leonardo Da Vinci Roma Fiumicino
(C. 1) (STUB) 22 (SOURCE STORT) (SOURCE STORT) (SOURCE STORT) (SOURCE STORT)	Malta International
Caribbean & Latin America Airport Partners	Marco Polo Venezia
A.N.R. Robinson International	Oslo Gardermoen Intl.
Aeropuerto Int'l Reina Beatrix	Pafos International
Aeropuerto International Gregorio Luperon	Rhodes International
Aeropuerto International Las Americas	Shannon
Alejandro Velasco Astete	Stavanger
Cyril E. King	Tromso
Fernando Luis Ribas Dominicci FBO	Trondheim
Flamingo International	Zagreb International
George F. L. Charles	Zürich International
Grand Turk Island	
Hato International	
Henry E. Rohlsen	
lewanorra International	
auriston	
Maurice Bishop International	
Norman Manley International	
Owen Roberts International	



Awards and Accolades

Clear Channel Airports is the recognized innovator in the airport advertising industry. We have best-in-class, in-house design, technology and engineering teams that consistently push the limits, yielding extraordinary passenger experiences. We have won more awards and accolades for creating airport media programs than any other firm including 13 Airports Council International (ACI) awards. Several of our renowned airport products include: custom theming and a sense of place (ACI Award); FreeChargeTM charging stations (ACI Award); LED lighting (ACI Award); Ad-e-Motion synchronized digital displays; pioneering out-of-home and mobile applications, interactive technologies and attribution; sponsored security areas; ClearVisionTM digital airport network; and emergency messaging overrides, among others. Today, one of our main focuses is digitizing end points, fully automating our inventory management, selling and reporting process, and expanding data collection and interactivity to make airport advertising easier and more compelling to buy. This also ensures our airport partners are ahead of the curve and ready to capture mobile and on-line budgets when it comes to programmatic trading opportunities.



Clear Channel Airports' Innovation Timeline

The Clear Channel Airports Difference

Each airport media program that we develop and operate is unique and we never waver from our industry-leading approach. We partner, innovate and deliver unparalleled sales, unmatched service and comprehensive airport media programs custom designed to the goals and objectives of our airport clients.

- Partner. We collaborate with airports, advertisers and other key stakeholders. We listen, address objectives, create
 solutions and develop strong working relationships built on trust, respect and professionalism. Our expert team
 becomes an extension of our airport partners' staff.
- Innovate. We see around corners and are proactive in our innovation, investment and activation. We don't innovate
 as a reaction. Rather, we lead to create new world-class standards through our media programs and for our airport
 partners.
- Deliver. Simply put, we do what we say we are going to do. We deliver the talent, improvements and sales that
 we promise. We deliver an unmatched level of service and on-going development throughout the term of our
 agreement to keep our programs fresh and relevant. We consistently deliver maximized revenue.

Community Service

iHeartMedia, Inc., with its vast global network, never loses sight of the importance of each community in which it does business. Throughout the year, iHeartMedia radio stations and Clear Channel Outdoor regions across the country spotlight thousands of local and national nonprofit organizations. iHeartMedia, Inc. supports many large and small

organizations by:

- Providing radio and digital PSAs and billboard inventory;
- Supporting local events such as walk-a-thons, fundraisers and supply drives;
- Assisting with community disaster relief;
- Advocating for various national and local issues;
- Engaging local officials and decision makers through Local Advisory Boards;
- Championing countless initiatives that affect cities across the country.

iHeartRadio Show Your Stripes is a company-wide campaign that addresses unemployment among U.S. military veterans and encourages businesses to hire skilled veterans. Launched in June 2013, this long-term effort helps guide veterans back into civilian life by highlighting their valuable training and experience. With more than \$75 million in radio, digital and out-of-home resources dedicated to this initiative in just one year, iHeartRadio's Show Your Stripes is the single largest public service campaign in iHeartMedia's history.



Clear Channel Outdoor Initiatives

Clear Channel Outdoor Americas aids nonprofits and law enforcement agencies as they work to make communities safer, culturally rich and more beautiful places to live. Key initiatives include:

- Be Here for Kids. In partnership with the National Center for Missing & Exploited Children, Clear Channel Outdoor Americas and Clear Channel Airports have launched Be Here for Kids, a national safety awareness campaign that educates people across the United States about important issues related to missing and exploited children. Clear Channel Outdoor and Clear Channel Airports donated space on digital billboards in 28 U.S. markets including at several international and regional airports.
- Improve health and public safety. Since partnering with federal and local law enforcement agencies in 2007, Clear Channel Outdoor billboards have directly led to the apprehension of close to 50 fugitives. Because of its real-time digital out-of-home media network, Clear Channel Outdoor also has played a major role in helping organizations communicate critical information to the mass public instantly from crisis situations to AMBER Alerts.
- Promote arts, education and cultural diversity. In 2014, Clear Channel Outdoor joined with the North American out-of-home industry to celebrate art and creativity in the United States through Art Everywhere. Fifty works of American art were showcased coast-to-coast, inspiring millions to discover and explore American works of art.



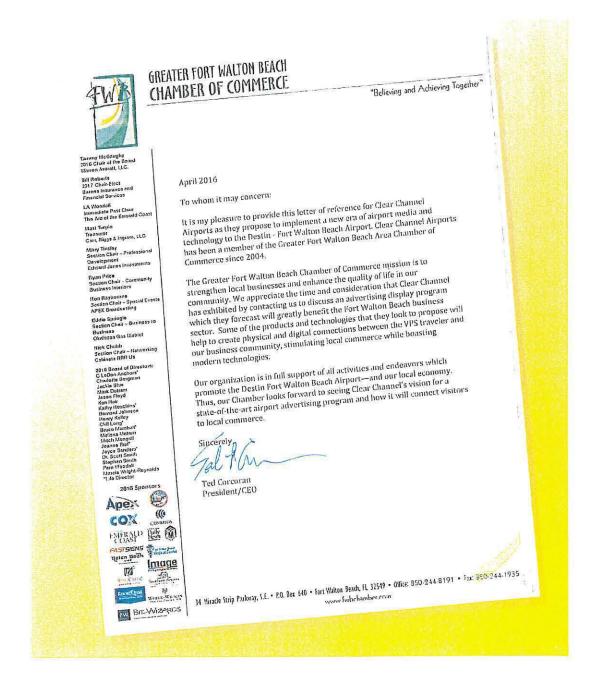
As you prepare to transform your airport, turn to the leader in the airport advertising industry — Clear Channel Airports. Our promise to you is to partner, innovate and deliver a spectacular airport advertising program with maximized revenue throughout the term of our agreement.

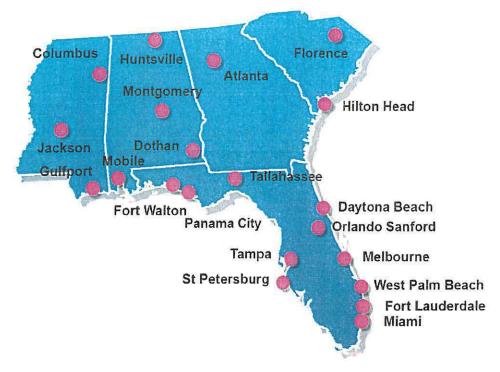
Clear Channel Airports' Presence in Florida

Today, Clear Channel employs over 1,100 people in the state of Florida. We are committed to giving back to the communities where we do business, supporting the likes of the Greater Fort Walton Beach Chamber of Commerce, as well as being a participant/partner/sponsor to local and regional organizations.

Florida Partners

CCA currently manages the advertising concessions in 11 Florida Airports, including Destin-Fort Walton Beach Airport. Our ability to package inventory among airports both on a local and national level increases our advertiser and agency budget leverage. Clear Channel Airports knows that we are the most qualified firm to manage your advertising concession; growing as you grow and helping to make your newly designed advertising program the most advanced in your region.





Airport	Initial Contract Start Date	Years of Experience
Palm Beach International	1985	31
Destin - Fort Walton Beach	1996	20
Fort Lauderdale-Hollywood	1997	19
Orlando Sanford Airports	1999	17
St. Petersburg-Clearwater International	1999	17
Tallahassee Regional	1999	17
Daytona Beach International	2000	16
Melbourne International	2001	15
Northwest Florida Beaches International	2005	11
Tampa International	2010	6
Miami International	2011	5

Clear Channel Airports is the largest airport advertising firm in North America. From our home office in Allentown, Pennsylvania., Clear Channel Airports currently manages 85 airports with annual passenger traffic less than 2,500,000; 20 airports with annual traffic between 2,500,000 and 10,000,000; 6 airports with annual traffic between 10,000,000-20,000,000 passengers; and 13 large hub facilities within U.S. commercial service airports. CCA services 70 additional airports in Europe, the Caribbean and Pacific Rim. Our experience in these 196 facilities along with the management of 84 FBO (Fixed Base Operations) have made Clear Channel Airports the experts in design, implementation, service and revenue generation for our airport partners. We work closely with airport and community stakeholders to design and execute an advertising concession to meet all stakeholder goals while enhancing the passenger experience.

The following selected markets demonstrate our capability to not only create unique, aesthetically pleasing advertising programs, representing each individual marketplace, but also our tenure and ability to generate revenue. During the past three years, Clear Channel has been selected as the advertising concessionaire for seven new airport partners. Our portfolio of references demonstrates our ability to professionally market and operate a display advertising concession.

Please see the attached case studies and reference letters.

St. Pete-Clearwater International Airport

St. Petersburg, FL

Program Installation: January, 2016



Digital media with themed fabric shrow



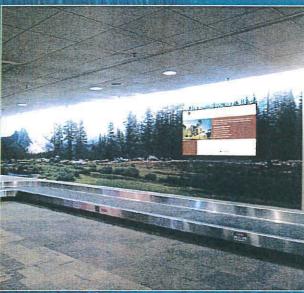
Large-format tension fabric display



Digital reservation center with touch screen capabilities



Themed wall mural with tension fabric display advertising



Scenic wall mural with LCD digital advertising



Large-format tension fabric display

----- Original message -----

From: Michael Musca < Michael Musca@fresno.gov>

Date: 12/14/2015 17:51 (GMT-05:00)

To: "Eckert, Earl" < Earl Eckert@clearchannel.com>

Subject: Michael Chetcuti

Earl -

The airport terminal is looking nicer than ever. The tension fabric displays, video monitors and new info klosk, among the other improvements, have added a shine to the airport.

Our primary contact with regard to selling the ad space has been Michael Chetcuti. I have heard only praise from local companies in regard to their dealings with Michael. He came into this city with few to no local contacts and managed to establish himself in an exemplary manner.

Michael has also provided the airport staff with excellent customer service, especially when we need answers to questions "right now". Our requests may have flustered others, but Michael keeps his cool demeanor.

I would recommend Michael to any airport asking about his qualifications.

Sincerely, Michael Musca



FRESNO YOSEMITE

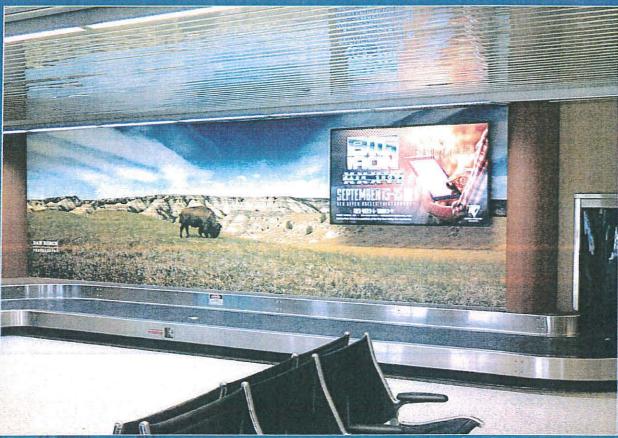
Michael A. Musca, AAE, CPM | Properties Manager Michael.Musca@fresno.gov | FlyFresno.com 4995 E. Clinton Way, Fresno, CA 93727

Direct: 559.621.4531 | Cell: 559.498.9752 | Fax: 559.251.4825

Hector International Airport

Fargo, ND

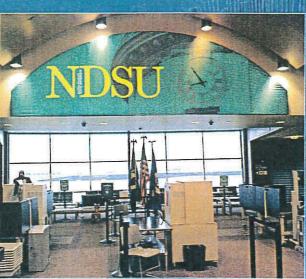
Program Installation: October, 2015



Scenic wall mural with LCD digital advertising



Lit tension fabric display with accent lighting



Iconic tension fabric display with working clock element

McAllen/Miller International Airport McAllen, TX

Program Installation: September, 2014



Digital advertising, lit tension fabric displays







Hanging fabric banners



June 30, 2015

Mr. Lucas Yezik Airport Development Director Clear Channel Airports 7450 Tilghman Street, Suite 104 Allentown, PA 18106

RE: McAllen International Airport Advertising Program Redevelopment

Dear Lucas,

I write this letter to celebrate the success of our new airport advertising program at McAllen International Airport and to express our level of satisfaction with the efforts of the entire Clear Channel Airports team.

Clear Channel has been successfully operating the advertising program for the City of McAllen for nearly twenty years, and was recently awarded a new long-term contract based on their ability to deliver customized advertising solutions and their experience in working through terminal construction projects.

Our terminal has been in the planning and construction phase for the last few years. Clear Channel has remained extremely flexible while managing through ongoing construction and keeping our program advertisers informed and their displays receiving uninterrupted visibility. Additionally, their team took the initiative to work with the architect and design group involved in the terminal expansion in order to plan and construct a customized advertising program that meshes seamlessly with the stylings and materials of our facility.

Clear Channel also was a sponsor and active participant for our new terminal grand opening gala event which generated positive buzz and showcased our more than 40 local community advertisers. The new program has brought a level of technology and flair to our terminal that passengers and advertisers have certainly noticed. Advertising revenue has increased by nearly 50% and there remains a waiting list for certain inventory.

We are very pleased with Clear Channel's true partnership approach and I recommend that any airport consider working with them. They have implemented a very modern media program which fits seamlessly into our terminal while considerably increasing advertising revenues for the City of McAllen.

Sincerely,

Elizabeth Suarez

Director of Aviation
City of McAllen

 $\begin{tabular}{ll} \bf Midland \ International \ Air \ and \ Space \ Port \\ \bf Midland, \ TX \end{tabular}$

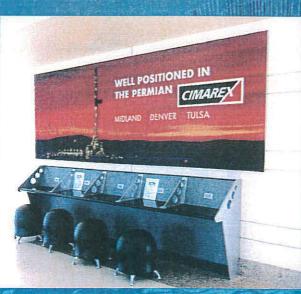
Program Installation: September, 2014



Architecturally themed lit tension fabric displays



Digital advertising with architectural theme



Freecharge station with tension fabric advertising



January 27, 2015

Clear Channel Interspace Airports 4635 Crackersport Road Allentown, Pennsylvania 18104

Midland International Air & Space Port has maintained a quality advertising concession relationship with Clear Channel Interspace Airports (Interspace Advertising) since 1997. We remain impressed with the hard work and attention to detail exhibited by this company.

Our terminal building recently updated our advertising hardware and software. Clear Channel was productive, innovative and creative in maintaining the integrity of the ambiance we love in our terminal. Our staff was consulted and included in the entire process of designing the framework to the placement of the advertisements. Sales exceeded our expectations and we quickly exhausted our available advertising space. There is currently a wait list of vendors patiently waiting to showcase their businesses in our terminal.

We highly recommend Clear Channel Airports for your advertising needs, and we look forward to continuing our successful relationship with them. If you have any questions, please feel free to contact me.

Sincerely,

Justine Ruff

Interim Director of Airports

Justine R. QP

9506 La Force Blvd, P.O. Box 60305, Midland TX 79711-0305 • 432-560-2200 • fax 432-560-2237

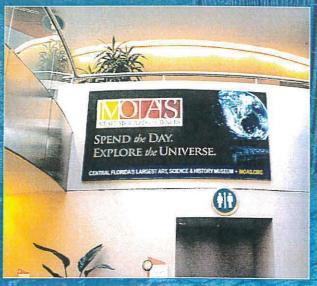
Daytona Beach International Airport Daytona Beach, FL

Program Installation: April, 2016



65" bag finger LCD; lit tension fabric display





LED video wall with welcome message

Tension fabric display



Daytona Beach International Airport

700 Catalina Drive • Suite 300 • Daytona Beach, FL 32114 (386) 248-8030 • fax (386) 248-8038

May 6, 2016

To whom it may concern:

Please accept this letter as my personal and professional endorsement of the Clear Channel team as an outstanding business partner to Daytona Beach International Airport (DAB) since 2000.

Since my earliest involvement with Clear Channel, I have found their company to be world class in many ways. Their representation to our mutual customer base has always been fair, courteous and above all, professional in every respect.

I have been personally impressed by their desire to exceed the executive staff's expectations and their willingness to go above and beyond to make the program successful and profitable. Clear Channel has been very responsive to all of our needs and has shown a willingness to immerse themselves in our local community.

DAB's partnership with Clear Channel is exemplary of the model to which we would like all business partners to aspire.

Please feel free to contact me should you require additional information or wish to further discuss the outstanding attributes of Clear Channel.

Sincerely,

Jay Cassens, A.A.E., ACE

Director of Business of Development

A Service of Volusia County Government www.flydaytonafirst.com

Marketing and Sales Plan

Consistent throughout all of our existing airport partnerships, we have worked hard to create not just an additional revenue stream for our airport partners, but create a representative showcase of the local business community and a fitting gateway to the region. The success of your Airport advertising program will be driven by Clear Channel Airports' comprehensive sales approach. Through this process, we will build a balanced and diversified portfolio of advertisers, including hometown favorites and national brands. Our strong, highly experienced local and national sales teams are the foundation of our sales approach, coupled with our unique ability to partner with key media buying agencies and advertisers and to create innovative advertising opportunities that specifically address the goals of advertisers. Thanks to this results-driven approach, Clear Channel Airports has an annual advertising renewal rate of over 50 percent, the highest in the industry. Clear Channel Airports is the largest airport advertising firm in North America with more than 280 airport partners worldwide.

Clear Channel Airports has more than 40 years of experience marketing successful airport advertising programs that ensure maximum revenue for our airport partners, delivers key consumers to local, regional and national brands. We remain the only firm in the industry that has the proven ability to deliver on all three fronts.

Comprehensive Sales Approach

Local and Regional Sales

Today, Clear Channel Airports sells far more local and regional advertising than all other firms combined using proven strategies and resources. Traditionally, local and regional sales are longer-term buys divided into two categories: large local and regional corporations, employers and institutions and, local services and attractions such as hotels, restaurants, retail and other points of interest. A sample of local and regional advertisers committed to long term agreements in the program include Aegean Restaurant, Emerald Grande at Harbor Walk Village, Fort Walton Beach Flea Market, Gulf County Tourism, Heritage Museum of Northwest Florida, Homes and Land of the Emerald Coast, Okinawa Japanese Steak & Seafood House, Reeds Jewelers and University of West Florida Emerald Coast.

VPS Top Dollar Advertisers from 2012-2016

Bud & Alley's Restaurant
Chelco (Choctawhatchee Electric Co)
Emerald Grande at HarborWalk Village
HCA Central Atlantic Supply Chain Service
Holmes Media
InDyne Inc.
Mccaskill & Company
Northwest Florida State College
Ruckel Properties Inc

Sandestin Golf & Beach Resort













We set prices strategically to promote multi-year contracts so that advertisers benefit from year round exposure to the 700,000+ passengers who use VPS each year. We constantly coordinate sales efforts regionally, and intend to do so for VPS by packaging and cross-promoting with markets such as Orlando Sanford, Tampa, St. Petersburg, Panama City, Melbourne, Daytona Beach, Ft. Lauderdale and Palm Beach airports. By taking this regional and comprehensive sales approach, it allows us to offer increased sales attention to each airport partner, while allowing for regional airport packaging and encouraging media buys to follow suit.

Clear Channel Airports has been the leader in local and regional advertising sales largely because of our dedicated and specialized sales force, the proven sales process consistently used by our sales team and the corporate culture we have developed that encourages friendly competition, training and team support.

Local and Regional Sales Team

Clear Channel Airports has the only dedicated and specialized local and regional sales force in the airport advertising industry, consisting of 50 account executives as well as support professionals. Through our extensive training and development program, we provide the resources and support needed to attain established sales goals and to maximize local and regional advertising revenue for our airport partners. Clear Channel Airports believes training and continual professional development are critical to sales success. To ensure quality, we have a dedicated hiring and training manager who oversees our training and professional development program. New account executives are recruited for attitude, drive and personality- critical components to success. Before being assigned a sales territory, they take part in intensive training during which they are immersed in the airport advertising industry. They learn how to use demographics to drive sales, uncover leads and make successful sales presentations in person, by phone and using on-line technology. All account executives take part in ongoing weekly training sessions covering a variety of sales skills such as how to:

- Forge long-term advertising partnerships;
- Create urgency and demand within and amongst key industries;
- Make effective presentations;
- Understand airport history and importance to overcome objections;
- · Target major employers and key stakeholders; and
- Use the extensive research materials available to the sales team.

National Sales

Clear Channel Airports maintains an unrivaled national client and agency network and has been instrumental in making airport advertising an essential part of advertising portfolios for Fortune 500 and other major companies. We successfully import more than \$12 million each year into Origination and Destination markets of similar size to VPS. Our national sales team methodically penetrates key market areas, building strong relationships with major advertising agencies and key advertisers. They do this in several ways:

- Territory. Twenty-Two airport-dedicated national account executives maintain relations and pursue sales within all the major U.S. advertising centers.
- Industry. Specialized account executives sell to industries within their particular area of expertise.
- Airport market. The airport sales manager is the market advocate, working closely with all Clear Channel Airports'
 national account executives to identify and close the deal with advertisers headquartered locally, regionally and
 across the country.
- Clear Channel Airports' network. With more than 280 airport partners, Clear Channel Airports can offer a powerful advertising program to major advertisers who want to saturate key markets.



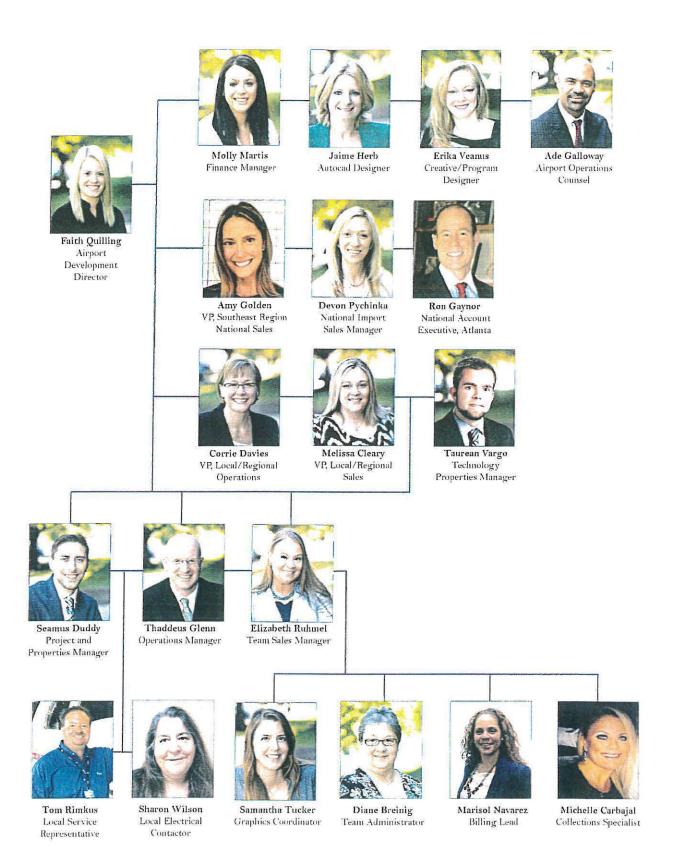
Airport Advertising Concessionaire Agreement 107 of 139

National sales are driven by our seasoned account executives, airport general sales managers and corporate executives, each serving a vital role in the sales process. They pursue sales from offices in New York, Chicago, Los Angeles, San Francisco, Seattle, Denver, Dallas, Philadelphia, Detroit, Minneapolis, Austin and Atlanta. Our Times Square office in New York City, at the core of the advertising agency world, will act as a catalyst to increase VPS's profile to garner national advertiser dollars.

Sales & Marketing Strategy

With over four decades of exclusive experience in the airport advertising industry, Clear Channel Airports has developed a proven sales process that delivers results based on our airport partner's demand. To ensure a successful sales launch of your proposed media program, Clear Channel Airports will implement the following process:

- Strategy development and research. Before Clear Channel Airports launches your airport advertising program, Melissa Cleary, our Vice President of local sales, along with our project sales manager, and Seamus Dudley, project and properties manager, will meet with airport staff to finalize the business plan and to ensure maximized revenue potential. They will also meet with community and business leaders to develop an understanding of emerging industries and to identify top employers for maximum local and regional participation.
- Sales strategy. The sales and project managers will define our sales strategy to increase market penetration. We plan to go after top employers in the area, including Fort Walton Beach Medical Center, Jacobs Technology, Lockheed Martin Corporation and Boeing. Once the strategy is established and released to the assigned account executives, appointments with current and potential advertisers for on-site meetings will be set. This "market blitz" not only ensures a successful sales launch, but it also will increase community awareness for VPS and its new advertising program.
- Initial sales launch. Account executives will meet with all current advertisers. We know that the successful growth of your advertising program begins with retention of current advertisers. In the spirit of partnership, we will offer our long-standing clients the first opportunity to secure new media opportunities at VPS. We will reach out to potential local and regional advertisers during an intensive sales launch at your Airport to drive growth above and beyond the existing base. Renderings of future airport advertising opportunities and actual media will be available to increase excitement and interest and to drive sales.
- Cultivation. After the initial sales launch, account executives will continue to cultivate advertisers and potential
 advertisers in Volusia County through rigorous phone calls and regular market visits,
- Cross-selling. Because Clear Channel Airports takes a team approach to sales through its supportive culture
 and training and is a byproduct of our robust Florida and Southeast airport and advertiser network, account
 executives are very familiar with other partner airports and will be encouraged to assist clients in making regional
 buys.
- Project meetings. Each week, your comprehensive airport service team will meet to discuss progress, opportunities, leads and strategies to maximize your Airport advertising revenue.



Clear Channel Airports Team

Clear Channel Airports believes that a successful airport advertising program is built on partnership. This philosophy is one of the key differentiators that sets us apart from the competition. The Clear Channel Airports team — at both the corporate and local levels — works closely with your Airport during the implementation phase of your new airport advertising program and throughout the life of our agreement.



Faith Quilling, Airport Development Director

Faith is responsible for the retention and acquisition of airport partners, maintaining airport relations and developing new business opportunities. She carefully analyzes market potential to stimulate airport revenue growth. Faith manages the new business process from acquisition of airport clients to final network installation.



Corrie Davies, Vice President of Local/Regional Operations

Corrie is responsible for overseeing the local and regional operations of six sales teams. She establishes goals and objectives associated with each market. In addition, Corrie oversees the sales and operation managers who are responsible for the successful operation of airport partners. In 1999, Corrie helped to develop the sales team structure as it exists today. This self-managed, multi-disciplined approach enables us to support airports of various passenger traffic levels and be a partner to airports of all sizes.



Melissa Cleary, Vice President of Local/Regional Sales

Melissa is responsible for overseeing the local and regional sales growth and development of six sales teams. She establishes sales quotas to maximize revenue to airports and to meet Clear Channel Airports' growth objectives, strategically developing sales incentives to align with company objectives. Melissa has a successful history of consistently delivering positive results to our airport partners.



Elizabeth (Liz) Ruhmel, Team Sales Manager

Liz is responsible for working with the marketing consultants and our airport partners to ensure all potential avenues for sales revenue are fully developed both during and after the project is installed. Liz works closely with her team to generate long term sales revenue throughout the life of the contract. She will work with any special advertiser circumstances to assure a positive outcome for the program and the airport. Liz brings a wealth of sales and management experience, as well as excellent customer service to our advertisers and airport partners.



Thaddeus Glenn, Operations Manager

Thaddeus oversees the ongoing, day-to-day service and maintenance of your Airport advertising program, working closely with staff, project management team, properties manager and our local service representative. He coordinates all work with to ensure that your Airport advertising program is always in top condition and that specific concerns are addressed quickly and efficiently. He takes the lead on any client issues or requests as well as any airport construction that may impact your Airport advertising program.



Seamus Duddy, Project and Properties Manager

Seamus is responsible for the physical execution of program development efforts. He helps to develop the project plan with the team and manage project tasks. He also is responsible for planning, sched¬uling, construction and installation of the advertising program, and utilizing new, custom designed equipment and technology. He works with airport staff on electrical requirements, traffic flow, finishes and structural issues.



Amy Golden, Vice President Southeast Region National Sales

Amy is responsible for leading the sales and airport relations teams in Washington D.C. for Ronald Reagan Washington National Airport and Washington Dulles International Airport as well as in Atlanta for Hartsfield-Jackson Atlanta International Airport. She and her sales team travel throughout the Southeast, continually seeking out new clients to bring into the airport space. Prior to joining Clear Channel Airports in 2016, Amy was the regional sales director for the Airport Division at JCDecaux, leading sales efforts in multiple U.S. markets, including Pittsburgh, Orlando, Boston, Houston, and greater Washington, D.C. Previous to joining JCDecaux in 2010, she held positions with Meredith Xcelerated Marketing (MXM Social), Washington First Bank and Walt Disney World.



Devon J. Pychinka, National Import Sales Manager

Devon markets advertising opportunities to international and national brands and agencies as well as to Clear Channel Airports' internal team of national account executives selling into local and regional airports. She ensures that new inventory and highly desirable advertising opportunities are widely promoted. She works closely with national account executives promoting and generating revenues for major events, most notably having championed successful surges for the last three Super Bowl events hosted within Clear Channel Airports' airports/cities, averaging more than \$500,000 at each airport. Devon became import sales manager in 2012.



Ron Gaynor, National Account Executive

Ron is responsible for advertising sales into Hartsfield-Jackson International Airport. He also generates direct and agency sales throughout Georgia, North Carolina, South Carolina, Florida and eastern Tennessee as well as direct multi-market national brands. Ron has extensive experience in national, regional and local advertising sales in linear and cable television and out-of-home digital. Prior to joining Clear Channel Airports in 2016, Ron was at Turner Broadcasting for 23 years where he held progressively more challenging direct sales and leadership positions.



Molly Martis, Finance Manager

Molly works with business consultants to develop the best possible pro forma and capital investment strategies for our airport partners. She also oversees numerous other financial activities such as financial reporting to our airport partners.



Marisol Navarez, Billing Lead

Marisol is responsible for all billing. She tracks and reconciles our sales revenue on a weekly basis and prepares airport revenue reports each month. Also included in Marisol's schedule is the preparation and reconciliation of annual audits for each of her assigned airports.



Michelle Carbajal, Collections Specialist

Michelle is responsible for the management of accounts receivables/collections. She ensures that all advertisers receive and understand their invoices and the need to pay them promptly. Michelle also works with sales to minimize cancellations and save clients who may wish to cancel their contract.



Erika Veanus, Creative/Program Designer

Erika has developed over 77 airport advertising programs during her twelve years at Clear Channel Airports. She will be responsible for the program design, and will work closely with the projects/properties manager and CAD engineer to create an aesthetically pleasing program that is also functional. She also assists the sales team with the creation of marketing support materials.



Jamie Herb, AutoCAD Designer

During the proposal process, Jamie assists your airport development team with program design concepts, develops installation costs to guide budgeting and creates proposal maps from architectural floor plans. She also develops sales maps and creates engineering packets that detail each advertising location including a detailed elevation of the wall with the proposed media, dimensions for each location and power/data requirements.



Samantha Tucker, Graphics Coordinator

Samantha is responsible for providing accurate technical specifications and graphic guidance to all community showcase advertisers. She consults with advertisers to produce an eye catching graphic message. She approves rough layouts and manages the approval process. She is responsible for production control to ensure quality transparencies are produced. Samantha is also responsible for all artwork replacement, art change-out, proof of performance for all national clients, as well as obtaining filler and not-for-profit artwork as required.



Diane Breinig, Team Administrator

Diane carries out the clerical and administrative duties as part of her team. Her roles include, but are not limited to: contract processing, inventory control, updating maps, meeting coordination, team reporting, airport summary reports, as well as providing overall support to team sales. Diane has been a dedicated team member for over fifteen years and is an integral part of the internal team workflow.



Ade B. Galloway, Airport Operations Counsel

As head of Clear Channel Airports' in-house legal department, Ade is responsible for drafting and negotiating sales, service, consultant and joint development agreements as well as managing litigation or other disputes. He also oversees the ACDBE reporting and compliance program and works directly with ACDBE partners to negotiate their agreements and relationships with Clear Channel Airports. Ade is experienced in working with DBEs from inception through the certification process and sale. Before joining Clear Channel Airports, Ade worked for six years at Buchanan, Ingersoll & Rooney PC, a Philadelphia law firm, where he engaged in diverse mergers and acquisitions, securities, financing and transactional practice as a corporate finance and technology associate.



Taurean Vargo, Technology Properties Manager

Taurean oversees the deployment and support of Clear Channel Airports' digital networks and technology throughout North America and the Caribbean. With more than 10 years of systems administration experience in and out of airport settings, he brings a strong customer service and technical focus to the CCA team. He and his team support more than 90 airports comprising 1,000 LCDs, 325 touch screen kiosks, and two mobile applications.

Local Team



Tom Rimkus, Local Service Representative

105 22nd Street . Niceville, FL 32578

Telephone: 850-603-3302

Email: jonas 19992000@yahoo.com

Since the year 2000, Tom has been the local service representative for Clear Channel Airports and with his vast experience has consulted on temporary assignments at multiple airports. In his role as local service representative, Tom will continue to exceed expectations with his professionalism and intimate knowledge of the VPS terminal and its operations, to keep the program in top working order and condition. He will serve as a conduit between CCA and VPS for optimal airport and advertiser customer satisfaction.

Tom joined Emerald Coast Aviation in 2009 after a long and distinguished career in commercial aviation finishing as the station manager for one of the largest cities the airline serves. Then and now in his position as general manager for a fixed base operator and an into-plane fuel contract, he uses his knowledge, drive, and talent to build and maintain an outstanding team. His experience includes partnering with general aviation, military special operations, and corporate aircraft and teams.



Sharon Wilson, President, Apex Electrical Contractors, Inc.

713 Edge Street • Fort Walton Beach, FL 32547

Telephone: 850-314-9870

Email: apex@apexele.com

As a valued member of our local team since 2007, Sharon will continue to provide professional electrician services and electrical engineering support. Apex Electrical Contractors, Inc. was formed in June 1998 by the Wilson family. In the years since the formation of the company, Apex has completed numerous projects including military, commercial, and residential. Their experience includes new construction as well as renovations for government facilities, restaurants, medical facilities, retail stores, banks, schools, office complexes, condominiums, houses, and nursing homes. For the past seven years, Apex has also been the electrical contractor for the Saber contractor on both Eglin & Hurlburt Air Force Bases.

Apex Electrical Contractors, Inc. is licensed in the State of Florida with a Master's Electrician License, EC13001699. Their office is located in Fort Walton Beach, Florida and covers the panhandle area of Florida. The company has been a majority woman owned enterprise since 2006. They are a self-certified WOSB with the Small Business Association.

Day-to-Day Management Plan

Advertiser Service

Clear Channel Airports works closely with all advertisers from the initial sale to installation and throughout the agreement. Our team helps each advertiser create the most effective way to communicate its message. At the inception of our new advertising program, each advertiser will have at least seven advertising concession professionals working on the account. These include our sales manager, graphics coordinator, project manager, marketing consultant, administrator, accountant and accounts receivable manager. Our industry professionals have developed award-winning programs recognized by our peers through the Airports Council International — North America (ACI—NA). They also are well versed in producing record-breaking revenue for our airport partners. Our goal is to make the Destin-Fort Walton Beach Airport advertising experience the best and most effective possible for the long term.

Airport Service

Much of Clear Channel Airport's success is based on our meticulous attention to the appearance of our advertising program so we place great emphasis on our maintenance and operations plan. Clear Channel Airports develops companywide guidelines for our team to follow each time a new product is introduced. Seamus Duddy, our project and properties manager, will maintain these high standards at Destin-Fort Walton Beach Airport. He will work with local service representative to ensure continual improvement of our service and maintenance.

Tom Rimkus will continue to serve as your local service representative and sales support. Tom has been your local service representative during the past 16 years. We believe that a local service representative allows Clear Channel Airports to better assist our advertising clients and your Airport. Our local service representative will have an assigned schedule to ensure that your advertising program is maintained to Clear Channel Airports standards.

To ensure first-class service, Tom, your local service representative, is required to perform the following functions:

- Maintain customer service efforts;
- Be readily available to Airport staff;
- Check the operation and content of the digital technology;
- Visually inspect the program daily/weekly and perform regular detailed inventory audits;
- Install new artwork;
- Remove old client artwork;
- · Replace any defective materials; and
- · General cleaning, maintenance and upkeep.

Clear Channel Airports will remain in constant communication with our local team who will be readily available. Both Clear Channel Airports and Airport management will have the facilities manager's contact information. They will report to Clear Channel Airports each time they are at your Airport and will coordinate any installation or special maintenance through our project and properties manager. Seamus Duddy, Clear Channel Airports' project and properties manager for VPS, will remain in constant communication with our on-site team to ensure that advertising materials are installed properly and in a timely manner. Together, they will make sure that displays are always occupied and that your needs are addressed promptly.

Airport Communication/Performance Reporting

Each month, your Airport management team will receive a monthly status report via email recapping activities during the particular time period, providing an important link between Destin-Fort Walton Beach Airport management and your Clear Channel Airports team. All new sales will be listed including the term, monthly rate and total dollar value. Cancellations will be listed with the rate and dollar value along with advertisers' contact information in the event Airport management can assist in any way with client retention. All calls will be listed according to function, such as sales, graphics, collections, projects and properties. Names and phone numbers will be included for each member of your Clear Channel Airports team. There also will be a customized section for notes. Ongoing consulting and periodic reviews of the program with Destin-Fort Walton Beach Airport staff will take place, as needed. In addition an annual inspection and audit of the advertising concession will be conducted for improvements and overall performance. This keeps your program performing at an optimum level, ensuring advertiser satisfaction.



Airport Advertising Concessionaire Agreement 114 of 139

Addendum #1 RFP AP 45-16 Airport Advertising Agency

This addendum is to clarify and change information in RFP AP 45-16 Airport Advertising Agency:

Page GSC-5

Paragraph 22 NO CONTACT CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

NO CONTACT CLAUSE

Second paragraph modified to read: "The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses."

If you will be submitting a proposal for RFP 45-16 Airport Advertising Agency, please use the attached No Contact Clause.

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

1		representing			
****	Signature	Company Name			
On this	day of	2016 hereby agree to abide by the County's "No Contact			
Clause" and	understand violation of thi	s policy shall result in disqualification of my proposal/submittal.			

Addendum #2 RFP AP 45-16 Airport Advertising Agency

This addendum answers questions asked regarding RFP AP 45-16, Airport Advertising Agency

Question 1: Can the Airport provide a marked floor plan showing the approved advertising locations? No diagram – can view after the pre-bid meeting.

Question 2: Can we get a copy of the graphic standards and policies for the Airport referenced on Page "Specifications1"? At the mandatory pre-bid, all attendees walked around the airport to see what graphic standards exist and they were all asked to give the industry standard and if they see room for improvement, to list that in their proposal.

Question 3: Page Specifications-1 states that: "All advertising material, advertisements and manner of presentations shall be subject to approval by the County." Can you please clarify if this is someone other than the Airport Director? Either Director or Deputy Director.

Question 4: Page GSC-2, #4 Submittal of Proposal states: "...and shall be accompanied by the proposal security and other required documents." What type and amount of proposal security is required? Is this question regarding bonding? There is no bonding requirements with this solicitation.

Question 5: Page GSC-3, #9 Proposal Price states "proposal price shall include all equipment, labor, materials, permits, freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for." Is this relevant for an Advertising Concession contract? If yes, please explain. This is part of our standard language. You should have all of your labor, materials, permits, everything listed in your total price.

Question 6: Page GSC-3, #11 Specification Exceptions - Is this relevant to an Advertising Concession contract? If yes, please explain. This is part of our standard language in our solicitations.

Question 7: There is a "Recycled Content Form" included with the other forms identified on page GSC-7, however this form is not included in the list on page GSC-7. Is this a required form? Again, this is part of our standard language. If you are using recycled cardboard for signs, list that as recycled content.

Question 8: The "Proposal Sheet" included with the required forms includes a qualifications scoring grid. How should we complete this form? Form should not be completed.

Question 9: Can the Airport provide the annual gross revenues generated by the current advertising concession for the past 5 years and 1st quarter 2016? 2012/\$170,703.40, 2013/\$157,958.94, 2014/\$130,487.04, 2015/\$105,666.78, and 2016/\$27,842.88

Question 10: Can the Airport provide the total enplaned and deplaned passengers for the past 5 years and 1st quarter 2016? 2011/897,900, 2012/775,694, 2013/744,489, 2014/751,363, 2015/776,767, and 2016/168,267.

Question 11: Can the Airport send monthly franchise reports that include advertiser display locations and rate information for the past 12 months? Attached.

- Who is currently operating the advertising concession at the airport? Interspace Advertising / Clear Channel
- Please provide historical gross advertising sales figures for the past 4 years. 2012 / \$170,703.40, 2013 / \$157,958.94, 2014 / \$130,487.04, and 2015 / \$105,666.78

- Please provide an overview of the existing advertising fixtures/equipment. Unknown Please come to the terminal to view
- Are you looking for a company to design and install advertising fixtures and operate the concession? Or to
 utilize existing equipment. Please clarify the scope of the request. Current equipment needs to be
 upgraded. If the current advertising concession does not receive the bid we don't know what equipment they
 will take out.
- Will you allow a tour of the terminal after the May 3rd pre-proposal date? Yes

At the mandatory pre-bid meeting, on May 3, 2016, the below questions were asked.

Who will move the current displays if Clear Channel is not chosen to continue advertising for the Airport? At the time of award, this will be discussed with our attorney's and Clear Channel if they are not chosen as the vendor.

Does the Airport want all new displays or a complete renovation?

The Airport wants the industry standard.

Outside of existing areas where advertising already is, does the airport want more advertisement or is there more opportunities to add more advertisements in the airport?

Any opportunities the vendors see during the walk around the airport, add to your proposal.

Can you produce the current contract?

The current contract is circa 1996, it is on the Purchasing Website, so that any vendor can view it, but as we have new attorneys and new staff in the County, the Contract will absolutely change from what is currently on the website.

Addendum #3

RFP AP 45-16

Airport Advertising Agency



QUARTERLY REPORT AS OF 3/31/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

This report reveals confidential and proprietary data generally considered exempt from public disclosure, including internal financial information, client information, and internal business formulas and practices information. A redacted version will be made available upon request for public disclosure purposes.

	·				GROSS REVENUES
ADVERTISER				GROSS REVENUES	TECHNOLOGY
NUMBER	ADVERTISER NAME		_	STATIC DISPLAYS	 DISPLAYS
2 5128	HNG Partnership (Fairfield Inn & Suites)	}	\$	787.06	\$ -
USA016047	Helen Back Cafe	i i	\$	-	\$ 1,150.49
USA017498	Okinawa Japanese Steak & Seafood House		\$	-	\$ 675.00
USA017710	Ruth's Chris Steak House	i	\$	-	\$ 785.99
USA018227	Eglin Federal Credit Union	:	\$	•	\$ 991.08
VPS019931	Sandestin Golf & Beach Resort	Ì	\$	2,085.00	\$ -
VPS020106 .	Hilton Sandeston Beach & Golf Resort		\$	856.26	\$ -
VPS020974	Destin Gulfgate Condominiums		\$	378,00	\$ -
VPS021425	Aegean Restaurant	į	\$		\$ 562.50
VPS021850	Coldwell Banker United, Realtors		\$	526.3 2	\$ -
YPS021854	Ruckel Properties, Inc		\$	1,784.99	\$ u u
VPS027008	Harbor Docks		\$	-	\$ 360.00
VPS028115	Santa Rosa Beach Dental		\$	ig.	\$ 1,031.25
VP\$029028	Gulf County Tourism		\$	645.01	\$ ~
VPS030068	Reeds Jewelers		\$	630.00	\$ н
VPS030984	McCaskill & Company		\$	638.25	\$ ***
VPS031120	Silver Sands Factory Stores 1/2014 RSB		\$	-	\$ 2,466.84
VPS031368	Univ of West Florida Emerald Coast	:	\$	749.99	\$ *
VPS031402	Bud & Alley's Restaurant	!	\$	1,590.01	\$ -
VPS031795	Corvias Military Living		\$	-	\$ 810.00
VPS032465	PAE		\$	-	\$ 1,376.33
VPS032853	Emerald Grande at HarborWalk Village	;	\$	-	\$ 1,170.00
VPS033106	Ft Walton Beach Medical Center	:	\$	-	\$ 1,155.75
VPS033107	Ft Walton Beach Medical Center	;	\$	-	\$ 1,155.75
VPS033239	Pelican Real Estate	:	\$	1,068.62	\$
VPS033240	Twin Cities Hospital (MF-1)		\$	1,430.88	\$ -
VPS033940	Shallmar Pointe Golf Club	;	\$	-	\$ 123.00
<u> </u>	TOTAL GROSS REVEN	JES :	\$	13,180.39	\$ 13,813.98
	LESS (BAD DEBT)/RECOVI				
U\$A017537	JAXSEB Enterprises LLC		5		\$ (224.79)
	TOTAL ADJUSTIMENTS FOR (BAD DEBT)/RECOVE	ERY :	\$		\$ (224,79)



QUARTERLY REPORT AS OF 3/31/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

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ADVERTISER NUMBER	ADVERTISER NAME	GROSS REVENUES STATIC DISPLAYS	1	GROSS REVENUES TECHNOLOGY DISPLAYS
100	LESS STANDARD 15% AGENCY COMMISSIONS	\$ 1,977.06	\$	2,038.38
	ADJUSTED GROSS	\$ 11,203.33	\$	11,550.81
,	PERCENTAGE DUE	30%		23%
	TOTAL PERCENTAGES DUE	\$ 3,361.00	\$	2,656.69
	COMBINED PERCENTAGES DUE	\$ 6,017.69		
OT	TAL PERCENTAGE FEES DUE AIRPORT WITH REPORT	\$ 6,017.69		



QUARTERLY REPORT AS OF 6/30/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

This report reveals confidential and proprietary data generally considered exempt from public disclosure, including internal financial information, client information, and internal business formulas and practices information. A redacted version will be made available upon request for public disclosure purposes,

ADVERTISER NUMBER	ADVERTISER NAME		ROSS REVENUES	,	GROSS REVENUES TECHNOLOGY DISPLAYS
25128	HNG Partnership (Fairfield Inn & Suites)		\$ 787.06	\$	=
USA015047	Helen Back Cafe	1 :	\$ •	\$	1,150,51
USA017498	Okinawa Japanesa Steak & Seafood House	: !	\$ -	\$	573.76
USA017710	Ruth's Chris Steak House	: !	\$ -	\$	561.00
USA018227	Eglin Federal Credit Union		\$ -	\$	991.08
VPS019931	Sandestin Golf & Beach Resort	į :	\$ 2,085.00	\$	
VPS020106	Hilton Sandeston Beach & Golf Resort		\$ 866.26	\$	-
VP\$021425	Aegean Restaurant	:	\$ 4	\$	483.75
VPS021850	Coldwell Banker United, Realtors		\$ 526,32	\$, 4
VPS021854	Rackel Properties, Inc	()	\$ 1,785.00	\$	Ŀ
VP5027008	Harbor Docks		\$ ~	\$	450.00
VP\$028115	Santa Rosa Beach Dental		\$ -	\$	1,031.25
VPS029028	Gulf County Tourism	:	\$ 645.01	\$	-
VPS030984	McCaskill & Company	į	\$ 638,25	\$	ч
VPS031368	Univ of West Florida Emeraid Coast		\$ 749.99	\$	•
VPS031402	Bud & Alley's Restaurant	-	\$ 1,590.01	\$	•
VPS031795	Corvies Military Living		\$ •	\$	566.99
VPS032853	Emerald Grande at HarborWalk Village	;	\$ •	\$	1,169.99
VP\$033106	ft Walton Beach Medical Center		\$ •	\$	1,155.76
VP\$033107	Ft Walton Beach Medical Center	-	\$ -	\$	1,155.76
VPS033240	Twin Cities Hospital (MF-1)	ŧ	\$ 1,430,88	\$	-
VPS033336	Raeds Jewelers	-	\$ 630.00	\$	•
VPS033935	A Day Away Massage & Spa		\$ 553,50	\$	-
VPS033940	Shalimar Pointe Golf Club		\$ -	\$	615.00
VPS034697	Silver Sands 5/2015 TFD		\$ 1,657,14	\$	4
VPS020974	Destin Guifgate Condominiums		\$ 378.01	\$	-
VPS031120	Sliver Sands Factory Stores 1/2014 RSB		\$ •	\$	904.50
VPS032465	PAE		\$ #i	\$	30.60
VP\$033239	Pelican Real Estate		\$ 664.93	\$	
	TOTAL GROSS REV	'ENUES	\$ 14,987.36	\$	10,839.95

LESS (BAD DEBT)/RECOVERY

Page 1 of 2



QUARTERLY REPORT AS OF 6/30/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

ADVERTISE NUMBER	FR ADVERTISER NAME		GROSS REVENUES STATIC DISPLAYS		GROSS REVENUES TECHNOLOGY DISPLAYS
	TATAL AND CTRACTOR POR IN AN EXPERT INCOME.	\$	4	\$	_
	TOTAL ADJUSTMENTS FOR (BAD DEBT)/RECOVERY	Þ	-	Þ	•
	LESS STANDARD 15% AGENCY COMMISSIONS	\$	2,248.10	\$	1,625.99
	ADJUSTED GROSS	\$	12,739.26	\$	9,213.96
	PERCENTAGE DUE		30%		23%
	TOTAL PERCENTAGES DUE	\$	3,821.78	\$	2,119.21
	COMBINED PERCENTAGES DUE	\$	5,940. 9 9		•
	TOTAL PERCENTAGE FEES DUE AIRPORT WITH REPORT	\$	5,940.99	•	



QUARTERLY REPORT AS OF 9/30/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

ADVERTISER NUMBER	ADVERTISER NAME		GROSS REVENUES STATIC DISPLAYS	GROSS REVENUES TECHNOLOGY DISPLAYS
25128	HNG Partnership (Fairfield Inn & Suites)	\$	787.07	\$ •
USA016047	Helen Back Cafe	\$		\$ 1,150.50
USA017498	Okinawa Japanese Steak & Seafood House	\$	-	\$ 675.01
USA017710	Ruth's Chris Steak House	\$	-	\$ 786.00
U\$A018227	Egiln Federal Credit Union	\$	-	\$ 991.08
VPS019931	Sandestin Golf & Beach Resort	\$	2,085.00	\$ -
VPS020106	Hilton Sandeston Beach & Golf Resort	\$	866.25	\$ -
VPS021425	Aegean Restaurant	\$	ž.	\$ 562.50
VPS021850	Coldwell Banker United, Realtors	\$	526,33	\$ -
VPS021854	Ruckel Properties, Inc	\$	1,785.01	\$ -
VPS027008	Harbor Docks	\$	-	\$ 450.00
VPS028115	Santa Rosa Beach Dental	\$	u	\$ 1,031.25
VP\$029028	Gulf County Tourism	\$	645.01	\$ <u>.</u>
VPS030984	McCaskill & Company	\$	638.25	\$ •
VPS031368	Univ of West Florida Emerald Coast	\$	750.01	\$ -
VPS031402	Bud & Alley's Restaurant	\$	1,590.00	\$ -
VPS031795	Corvias Military Uving	\$		\$ 809,99
VPS032853	Emerald Grande at HarborWalk Village	\$	4	\$ 1,170.00
VPS033106	Ft Walton Beach Medical Center	\$	**	\$ 1,155.76
VPS033107	Ft Walton Beach Medical Center	\$	-	\$ 1,155.76
VPS033240	Twin Cities Hospital (MF-1)	\$	1,430.87	\$ -
VP\$033336	Reeds Jewelers	\$	629,99	\$ -
VP\$033935	A Day Away Massage & Spa	\$	615.00	\$ ₩
VPS033940	Shalimar Pointe Golf Club	\$	-	\$ 615.00
VPS034697	Silver Sanda 5/2015 TFD	\$	2,628.57	\$ •
VPS035516	InDyne ·	\$		\$ 166.50
	TOTAL GROSS REVENUES	\$	14,977.36	\$ 10,719.35
	LESS (BAD DEBT)/RECOVERY	,		
25360	Magnolia Grill	\$	-	\$ 876.07
	TOTAL ADJUSTMENTS FOR (BAD DEBT)/RECOVERY	\$		\$ 876.07
	LESS STANDARD 15% AGENCY COMMISSIONS	\$	2,246.60	\$ 1,739.31



QUARTERLY REPORT AS OF 9/30/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

ADVERTISI NUMBER	ER ADVERTISER NAME	GROSS REVENUES STATIC DISPLAYS		GROSS REVENUES TECHNOLOGY DISPLAYS
	ADJUSTED GROSS	\$ 12,730.76	Ş	9,856.10
	PERCENTAGE: DUE	30%		23%
	TOTAL PERCENTAGES DUE	\$ 3,819.23	\$	2,266.90
	COMBINED PERCENTAGES DUE	\$ 6,086.13		
	TOTAL PERCENTAGE FEES DUE AIRPORT WITH REPORT	\$ 6,086.13		



QUARTERLY REPORT AS OF 12/31/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

ADVERTISER NUMBER	ADVERTISER NAME	; ;		OSS REVENUES ATIC DISPLAYS	_	GROSS REVENUES TECHNOLOGY DISPLAYS
25128	HNG Partnership (Fairfield Inn & Suites)		\$	787.07	\$	M.
U\$A016047	Helen Back Cafe	1	\$	-	\$	1,150.50
USA017498	Okinawa Japanese Steak & Seafood House	; ř	\$	-	\$	663.76
USA017710	Ruth's Chris Steak House		\$	-	\$	786.00
USA018227	Eglin Federal Credit Union		\$		\$	991.08
VPS019931	Sandestin Golf & Beach Resort	: '	\$	2,085.00	\$	н
VPS020106	Hilton Sandeston Beach & Golf Resort	i	\$	866.25	\$	•
VPS021425	Aegean Restaurant		\$	_	\$	562,50
VPS021850	Coldwell Banker United, Realtors		\$.	526,33	\$	
VPS021854	Ruckel Properties, Inc	1	\$	1,785.01	\$	
VPS027008	Harbor Docks		\$	₩	\$	450.00
VPS028115	Santa Rosa Beach Dental	!	\$	-	\$	1,031,25
VPS029028	Gulf County Tourism	i	\$	645.01	\$	-
VPS030984	McCaskill & Company		\$	638.25	\$	
VP\$031368	Univ of West Fiorida Emerald Coast		\$	750.01	\$	-
VPS031402	Bud & Alley's Restaurant		\$	1,590.00	\$	-
VPS031795	Corvias Military Living		\$		\$	782.99
VPS032853	Emerald Grande at HarborWalk Village		\$	_	\$	1,170.00
VPS033106	Ft Walton Beach Medical Center		\$	-	\$	1,155.76
VPS033107	Ft Walton Beach Medical Center		\$	_	\$	1,155.76
VPS033240	Twin Cities Hospital (MF-1)		\$	1,430.87	\$	-
VPS033336	Reeds Jewelers		\$	629,99	\$	u
VPS033935	A Day Away Massage & Spa		\$	615.00	\$	-
VPS033940	Shallmar Pointe Golf Club		\$	-	\$	615,00
VPS034697	Silver Sands 5/2015 TFD		\$	2,628.58	\$	-
VPS035516	InDyne		\$	-	\$	555.00
VPS035907	ZT Motors of Ft Walton Beach		\$	-	\$	463.98
VPS035909	Gulfarium Marine Adventure Park		\$	-	\$	381.94
VPS036177	AJ's Seafood & Oyster Bar		\$	8,00	\$	н
VPS036333	Indyne		\$	-	\$	247.50
,	TOTAL GROSS REV	ENUES	\$	14,985.37	\$	12,163.02



QUARTERLY REPORT AS OF 12/31/15 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

ADVERTISER NUMBER	ADVERTISER NAME	GROSS REVENUES STATIC DISPLAYS	GROSS REVENUES TECHNOLOGY DISPLAYS
	LESS (BAD DEBT)/RECOVERY		
25360	Magnolia Grill	\$ -	\$ 449.49
	TOTAL ADJUSTMENTS FOR (BAD DEBT)/RECOVERY	\$ -	\$ 449.49
	LESS STANDARD 15% AGENCY COMMISSIONS	\$ 2,247.81	\$ 1,891.88
	ADJUSTED GROSS	\$ 12,737.56	\$ 10,720.64
	PERCENTAGE DUE	30%	23%
	TOTAL PERCENTAGES DUE	\$ 3,821.27	\$ 2,465.75
	COMBINED PERCENTAGES DUE	\$ 6,287.02	
TO	TAL PERCENTAGE FEES DUE AIRPORT WITH REPORT	\$ 6,287.02	



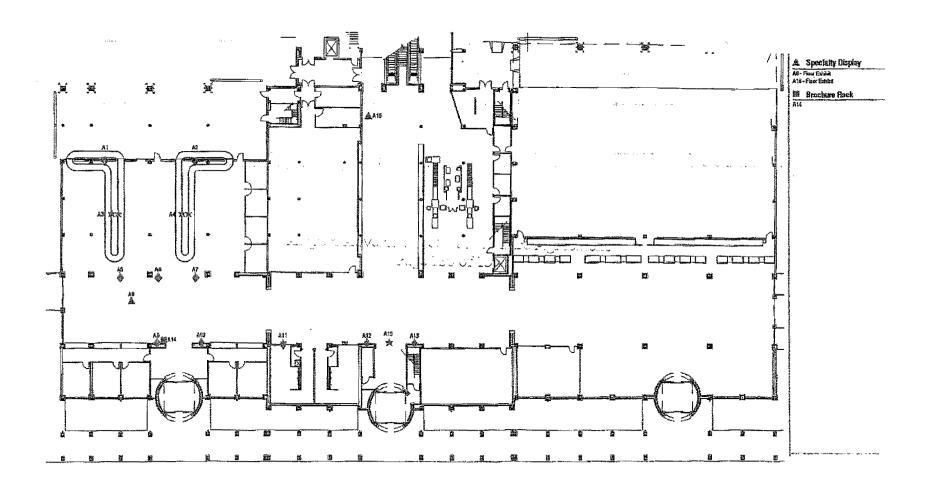
QUARTERLY REPORT AS OF 3/31/16 NORTHWEST FLORIDA REGIONAL AIRPORT ELGIN AIR FORCE BASE, FL #79056

PROPRIETARY - NOT SUBJECT TO PUBLIC DISCLOSURE

ADVERTISER NUMBER	ADVERTISER NAME				GROSS REVENUES STATIC DISPLAYS		GROSS REVENUES TECHNOLOGY DISPLAYS
25128	HNG Partnership (Fairfield inn & Suites)			\$	787.06	\$	-
USA016047	Helen Back Cafe			\$	*	\$	1,150.50
USA017498	Okinawa Japanese Steak & Seafood House			\$	-	\$	641.25
USA017710	Ruth's Chris Steak House			\$	-	\$	786.00
USA018227	Eglin Federal Credit Union	,		\$	-	\$	991,08
VPS019931	Sandestin Golf & Beach Resort	į	÷	\$	2,085.00	\$	-
VPS020106	Hilton Sandeston Beach & Golf Resort	1	:	\$	866.26	\$	-
VPS021425	Aegean Restaurant		:	\$	_	\$	530.42
VPS021850	Coldwell Banker United, Realtors			\$	526,33	\$	•
VPS021854	Ruckel Properties, Inc	i	٠	\$	1,785.01	\$	-
VPS027008	Harbor Docks	:		\$		\$	450.01
VPS028115	Santa Rosa Beach Dental			Ś	-	\$	1,031.25
VPS029028	Gulf County Tourism	-		\$	645.01	\$	•
VPS030984	McCaskiil & Company			\$	638.26	\$	•
VP5031368	Univ of West Florida Emerald Coast	!		\$	749.99	\$	**
VPS031402	Bud & Alley's Restaurant	:		\$	1,590.01	\$	•
VPS031795	Corvias Military Living			\$		\$	728.99
VPS032853	Emerald Grande at HarborWalk Village			\$	_	\$	1,170.00
VP\$033106	Ft Walton Beach Medical Center	:		\$	· -	\$	1,155.76
VPS033107	Ft Walton Beach Medical Center			\$	-	\$	1, 1 55.76
VPS033240	Twin Cities Hospital (MF-1)			\$	1,430.87	\$	•
VPS033336	Reeds Jewelers			\$	630.01	\$	-
VPS033935	A Day Away Massage & Spa	•		\$	615.01	\$	
VP5033940	Shallmar Pointe Golf Club			\$	-	\$	492.00
VPS034697	Silver Sands 5/2015 TFD			\$	2,600.00	\$	_
VPS035516	InDyne			\$, *	\$	555.01
VP\$035907	ZT Motors of Ft Walton Beach			\$	•	\$	684.02
VPS035909	Gulfarium Marine Adventure Park			\$, ,	\$	555.00
VP\$036177	AJ's Seafood & Oyster Bar			\$	(7,99)	\$	-
VPS036333	Indyne			\$		\$	824.99
· — — — · · · ·	TOTAL GROSS RE	VENU	ĘS	\$	14,940.83	\$	12,902.05
	LESS (BAD DEBT)/REG	COVE	RY				
				۵		ے	

TOTAL ADJUSTMENTS FOR (BAD DEBT)/RECOVERY	\$ •	\$ м
LESS STANDARD 15% AGENCY COMMISSIONS	\$ 2,241.12	\$ 1,935.31
ADJUSTED GROSS	\$ 12,699.71	\$ 10,966.74
PERCENTAGE DUE	30%	23%
TOTAL PERCENTAGES DUE	\$ 3,809.91	\$ 2,522.35
COMBINED PERCENTAGES DUE	\$ 6,332.26	
TOTAL PERCENTAGE FEES DUE AJRPORT WITH REPORT	\$ 6,332.26	

EXHIBIT B ASSIGNED LOCATIONS (BAGGAGE CLAIM & TICKETING)



Destin - Fort Walton Beach Airport - VPS_056 - Area of Detail: Baygage Claim & Ticketing

Clear Channel / iv.

EXHIBIT B (continued)

ASSIGNED LOCATIONS (UPPER LEVEL CONCOURSE)

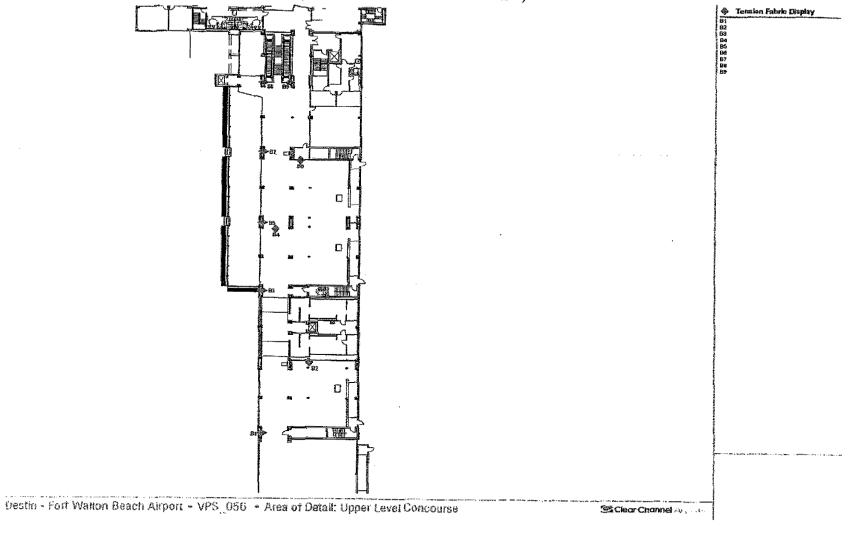


EXHIBIT B (continued)

ASSIGNED LOCATIONS (LOWER LEVEL CONCOURSE)

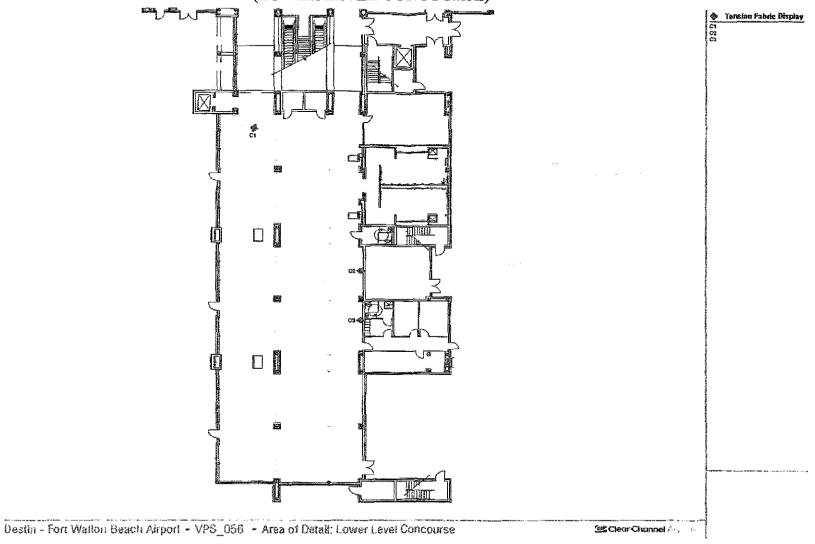


EXHIBIT C

CAPITAL INVESTMENT SCHEDULE

Deslin - Fort Walton Beach Altrod Capitol Investment Schedule

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Airport Advertising Concessionaire Agreement Page 133 of 139

EXHIBIT C (continued)

CAPITAL INVESTMENT SCHEDULE

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EXHIBIT D CONSTRUCTION SCHEDULE

Development and Implementation Plan

								Mo	nths					Min		
	Preliminary					2			8		4			5	Page 1	16
NAV.	Effective Date of Contract	х														
Phase	Concept Plan Submittal (Round 1)		X													
	Airport Review			x			W Sec			 		(4) 44				
	Concept Plan Submittal (Round 2)				X											
	Airport Approval				х											

								Mo	nths					To the		
	Engineering Submittal Phase	1			2										5	
	Preliminary Engineering Submittal		х													
	Airport Review			×	X		*			*						
Phase F	Final Engineering Submittal					X										
	Materials Ordered / Fabrication					X	X	X	X	X	X					
	Logistics (Shipping / Customs)										X					
	Pre-Con Meeting											X				
	Work Performed											×	×	×		

	Final	Months														
Phase 3		1		2					4			5				
	Demo, Repair, Punch List											X	X			
	Airport Certification of Acceptance													×		
	Submittal of Final Plans (As-Builts)															X

EXHIBIT E

INSURANCE REQUIREMENTS

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

- 1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. With respect to the liabilities assumed by Respondent, the coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts required under this Agreement except Workers' Compensation and Professional Liability.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
- 6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to reasonably change these insurance requirements with 60-day notice to the Respondent.
- 7. The insurance protections afforded to the County and the Additional Insureds shall include claims arising from the operations of any Subcontractor, Subsubcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
- 8. The County reserves the right at any time to require the Respondent to provide copies of all relevant policy forms and endorsements of any required insurance policies to document the insurance coverage specified in this Agreement.
- 9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved

in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

- 1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
 - 2. Such insurance shall comply with the Florida Workers' Compensation Law.
 - 3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
- 3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to Maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Respondent's Liability
- 4.) Completed Operations and Products Liability
- **5.** Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1. Worker's Compensation	271.711
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence
·	(A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence
)	(A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any third party incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

- 2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all SIRs above \$10,000. The Certificates of Insurance shall disclose any and all self-insured retentions (SIRs).
- 4. All SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
- 5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.