

# Dane County Contract Cover Sheet

205 207  
significant

<b>Dept./Division</b>	AIRPORT/ADMIN
<b>Vendor Name</b>	LAMAR AIRPORT ADVERTISING CO
<b>Vendor MUNIS #</b>	28316
<b>Brief Contract Title/Description</b>	Provides the terms and conditions under which Lamar Airport Advertising will operate and maintain an advertising concession at the Dane County Regional Airport.
<b>Contract Term</b>	10/1/2018 - 9/30/2023
<b>Total Contract Amount</b>	\$ n/a \$175,000 +

<b>Contract #</b> <small>Admin will assign</small>	13481
<b>Addendum</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 117089
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

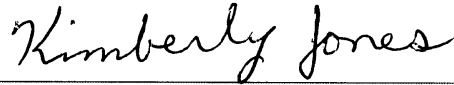
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	207
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/10/18		
au	Controller		9/12/18	
Car	Purchasing	9/20/18	9/20/18	
dy	Corporation Counsel	9/12/18	9/13/18	
-A	Risk Management	9/12/18	9/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Kimberly S. Jones, Acting Airport Director	<b>Name</b>	Shauna Forsythe, Director of Airport Bus. Development
<b>Phone #</b>	(608) 246-3390	<b>Phone #</b>	(702)-362-4777 c: (702) 498-4006
<b>Email</b>	jones.kimberly@msnairport.com	<b>Email</b>	
<b>Address</b>	4000 International Lane Madison, WI 53704	<b>Address</b>	100 Hartsfield Centre, Ste 500 Atlanta, GA 30354

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b> Airport Counsel
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		9/4/18
	<b>Printed Name</b>	
	Kimberly S. Jones, Activing Airport Director	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		9/27/18
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		9/13/18
	<b>Comments</b>	

**LEASE NO. DCRA 2018-03**

**LESSOR: DANE COUNTY, WISCONSIN**

**LESSEE: LAMAR AIRPORT ADVERTISING COMPANY**

**Airport Advertising Concession Lease**

**Dane County Regional Airport  
Madison, Wisconsin**

**AIRPORT ADVERTISING CONCESSION LEASE  
DCRA 2018-03**

This Airport Advertising Concession Lease (hereinafter, the "Agreement") is made and entered into by and between Dane County, Wisconsin (hereinafter, the "County"), a quasi-municipal corporation existing under the laws of the State of Wisconsin, and Lamar Airport Advertising Company, a Nevada corporation (hereinafter, the "Concessionaire"), and shall be effective at the time it is fully executed by all parties hereto.

**WITNESSETH:**

WHEREAS the County is the owner of the Dane County Regional Airport;  
and,

WHEREAS the Concessionaire is a corporation engaged in the business of operating airport advertising concessions; and

WHEREAS the County wishes to grant to the Concessionaire the right to operate an advertising concession at the Airport pursuant to the terms and conditions contained in this Agreement;

NOW, THEREFORE, the County and the Concessionaire hereby agree as follows:

**Article I**

**TERM**

- 1.1 This Agreement shall have a term of five years, commencing on October 1, 2018 and expiring on September 30, 2023. Unless precluded by federal, state or local law, regulation, rule or ordinance, the initial five (5) year term of this Agreement shall be automatically extended for an additional five years if, as of January 1, 2023, the concessionaire demonstrates to the satisfaction of the Airport Director that it has complied with the terms and conditions set forth herein and met the operational standards set forth in Article XIV below.

- 1.2 Upon the expiration of the initial five (5) year term of this Agreement or any extension thereof this Agreement shall, at the County's option, continue on a month-to-month basis, subject to the terms and conditions herein effective upon said expiration.

## **Article II**

### **RIGHT TO OPERATE ADVERTISING CONCESSION**

- 2.1 Pursuant to the terms and conditions set forth in this Agreement, the Concessionaire shall have the exclusive right to operate and maintain an advertising concession at the Dane County Regional Airport (hereinafter, the "Airport"), subject to Airport tenant, Airport operator, and County related advertising, as approved by the Airport Director. As permitted hereunder, Airport tenant and Airport operator advertising shall be limited to the marketing of each tenant's or operator's own goods and services.
- 2.2 The Concessionaire shall apply to the Airport advertising concession the fiscal, marketing and administrative resources of its organization. Through its national and regional organization, the Concessionaire shall:
- (a) Develop and maintain, subject to County approval, an integrated master plan for advertising at the Airport;
  - (b) Practice space utilization planning which recognizes and meets the needs of Airport advertisers and insures maximum revenue return to the County consistent with the scope of the advertising master plan;
  - (c) Provide a sales organization with sufficient ability and experience to solicit and sell local, regional, and national advertising for display at the Airport, with an emphasis on local advertising; and
  - (d) Provide advertising displays and display equipment and fixtures that are creative, innovative, and consistent with the advertising master plan and the architectural design of the Airport.

## **Article III**

### **RESPONSIBILITY OF THE COUNTY**

- 3.1 The County shall maintain the common areas of the Airport, including the Parking Ramp and Airport Terminal public areas, in as good a condition as the same are on the effective date of this Agreement, ordinary wear and tear

exempted, provided, however, that the Concessionaire shall be responsible for and shall bear the cost of any damages resulting from the intentional or negligent acts or omissions of the Concessionaire's employees, officers or agents. The County's obligation to maintain the Airport shall be at standards equal to similar airports of comparable size and activity levels, provided, however, that nothing herein shall be construed to require the expansion of Airport facilities. This section shall not be construed to require the County to rebuild any improvement located at the Airport which is damaged by any natural disaster, act of war, the elements, fire, explosion or other event beyond the control of the County.

#### **Article IV**

##### **INSTALLATION AND OPERATION OF ADVERTISING DISPLAYS**

- 4.1 Within ten (10) days of commencement of this Agreement, the Concessionaire shall submit for the Airport Director's approval detailed plans and specifications for the initial design, construction, and installation of all advertising display units identified in the attached Exhibits A and B. The Concessionaire shall complete the initial installation of the advertising display units identified in Exhibits A and B within one hundred eighty (180) days of approval of the plans and specifications therefor. Immediately upon completion of installation, all advertising display units shall have approved advertising displays or approved filler graphics installed thereon.
- 4.2 At all times during the term of this Agreement, the types and sizes of advertising display units installed at the Airport by the Concessionaire, and the location of such advertising display units and other advertising display installations, shall only be as identified on Exhibits A and B. The Concessionaire may at any time request that the Airport Director approve additional advertising display locations or changes in the design, size, or type of an advertising display unit approved for a particular location. All requests by Concessionaire for changes in the design, size or type of an advertising display unit shall be in writing and shall include detailed plans and specifications for the requested change. Exhibits A and B shall be amended to reflect additional advertising locations or changes in advertising display unit type or size as such additions or changes may be approved by the Airport

Director. The Concessionaire shall include in the plans and specifications submitted hereunder an estimate of monthly electric consumption for each proposed display unit, an estimate of the time required to complete installation of the display unit, and a proposed schedule for the installation. Approvals under this Article IV shall be based upon the Airport Director's determination of compatibility with Airport operations and terminal design.

- 4.3 The Concessionaire shall obtain all permits, certificates and approvals required for work approved hereunder. Except as otherwise agreed in writing by the parties to this Agreement, all work shall be at the Concessionaire's sole cost and expense and the Concessionaire shall provide and pay for all labor, supervision, materials, supplies and transportation.
- 4.4 Upon request by the Airport Director, Concessionaire shall within thirty (30) days provide a set of "as built" plans and specifications for any advertising display unit installed in the Airport terminal.
- 4.5 Prior to the programming or installation of a display on an advertising display unit approved hereunder, graphic or other representations of the proposed display shall be submitted to the Airport Director for approval. The Airport Director shall provide notice to the Concessionaire of approval or disapproval of the proposed display programming or installation within five (5) days of submission of such graphics or other representations.
- 4.6 Upon receipt of written notice from the Airport Director to remove an advertising display graphic or representation, the Concessionaire shall immediately remove such display from view at the Airport, at no cost to the County. In the event Concessionaire fails to promptly remove the display identified in the removal notice, the County may remove and store the display and the Concessionaire shall be liable for the cost of such removal and storage, plus a ten (10) percent administrative fee.
- 4.7 In the event an advertising display unit does not contain an advertising display, such display unit shall contain filler graphics or other programming promoting Dane County, the Airport, local matters of interest or not-for-profit entities, subject to the approval of the Airport Director.

- 4.8 With the exception of electric infrastructure, data infrastructure, electrical service to approved advertising display locations, which costs shall be borne by the Airport, all costs related to the operation and administration of the Airport advertising concession authorized under this Agreement, including all expenses associated with planning, fabricating, installing, implementing, maintaining and operating the advertising display units approved hereunder, shall be borne by the Concessionaire. Concessionaire shall bear all expenses associated with the connection of electric, data and other utility service within display units located in the Airport Terminal or Parking Ramp. The Concessionaire shall arrange to be directly invoiced for costs associated with its use of data, telephone and other utility services, with the exception of electric service, and shall make timely payment therefor. Unusual or excessive charges for electricity use associated with an advertising display shall be borne by the Concessionaire, unless otherwise approved by the Airport Director.
- 4.9 The Concessionaire shall, as may be requested from time to time by the Airport Director, provide to the Director a schedule of rates applicable to each of the advertising display locations approved for the Concessionaire's use at the time of such request.

## **Article V**

### **ELIMINATION AND RELOCATION OF DISPLAY LOCATIONS**

- 5.1 Advertising display locations authorized for the Concessionaire's use under this Agreement are subject to elimination, modification or relocation based upon the Airport Director's determination of compatibility with Airport operations and terminal design. The County shall at all times endeavor to maintain for the use of the Concessionaire during the term of this Agreement advertising locations at the Airport of at least equal number, passenger exposure and commercial advertising value as those identified on the attached Exhibits A and B at the commencement of this Agreement. Reasonable expenses established by the Concessionaire relating to any County ordered elimination, relocation or modification of an approved advertising display location may be deducted by the Concessionaire from subsequent payments. Any refunds granted to advertisers affected by



elimination, relocation or modification of an advertising location may be deducted from the calculation of Gross Revenues hereunder. Additionally, the Minimum Annual Guarantee established under this Agreement shall be proportionally adjusted to reflect lost revenue shown by the Concessionaire to have resulted from the elimination, modification or relocation of an advertising display location.

## **Article VI**

### **FEES, CHARGES AND ACCOUNTABILITY**

6.1 In consideration for the rights and privileges granted under this Agreement, the Concessionaire shall pay to the County the greater of forty-five (45) percent of Gross Revenues, as defined below, that Concessionaire derives from operating the advertising concession at the Airport (hereinafter, the "Percentage Fee"), or the Minimum Annual Guarantee, as defined below.

(a) Gross Revenues, as that term is used herein, shall mean the total amount charged by the Concessionaire, whether by cash, credit or otherwise, in connection with its operation of an Airport advertising concession as authorized pursuant to this Agreement. Gross Revenues shall include charges attributable to use during the subject payment period of facilities and locations made available hereunder, regardless of when an order for advertising services is placed or received or when the charge therefore is made or paid. Notwithstanding the foregoing, Gross Revenues shall exclude the following:

- (1) Any amount charged to an advertiser by the Concessionaire 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 design, fabrication, installation or ongoing service of any new media technologies (including, without limitation, the programming and maintenance charges for computer-operated, plasma screen, video, interactive or motion displays);
- (2) Amounts actually paid by Concessionaire for phone service, data, internet or other third-party services necessary for

contract performance and billed to Concessionaire. Concessionaire shall substantiate actual amounts paid on a monthly basis by providing third party documentation;

- (3) Any sales or excise tax imposed by law and separately stated to and paid by an advertiser (hereinafter, "Sales Tax"); and
  - (4) In the event the Concessionaire is, after diligent collection efforts, unable to collect amounts included in Gross Revenues when calculating a previously paid Percentage Fee, such "bad debts" shall be deemed uncollectible and an appropriate adjustment shall be made in the Concessionaire's subsequent statements and Percentage Fee submissions. If any "bad debts" are collected by the Concessionaire after adjustment an appropriate upward adjustment, excluding collection costs, shall be made to a subsequent revenue statement and Percentage Fee submission.
- (b) The Minimum Annual Guarantee for the first year of the initial five (5) year term of this Agreement shall be \$175,000, subject to the deductions noted in Section 6.1.b.1, Section 6.1.b.2 and Section 6.1.b.3 below. For each year thereafter, the Minimum Annual Guarantee shall be the greater of \$175,000 or eighty (80) percent of the total revenues paid by the Concessionaire to the Airport for the preceding year.
- (1) Transition Period: Starting on the Commencement Date and continuing for six (6) months, concessionaire will pay forty five (45) percent of gross revenues, payable on the 20<sup>th</sup> day of the following month.
  - (2) Following the Transition Period, Concessionaire will pay a pro-rated amount of the Minimum Annual Guarantee through year end, less \$50,000 for the initial design, fabrication, equipment purchase and installation of fourteen new Flight Information Display units (FID Project) in seven locations at Dane County Regional Airport as identified in Exhibit A and Exhibit B. All designs, costs and specifications will be prepared by Concessionaire and submitted to the Airport. Concessionaire will be responsible for the planning and

Director for approval prior to commencement of the project. implementation of the FID Project, in conjunction with the Airport project administrator.

- (3) Effective January 1, 2020, Concessionaire will pay the annual MAG less \$50,000 for the final phase of the FID Project as described above. Actual invoices and charges for the FID Project will be provided at the completion of the project, with an addition to the 2021 MAG payment should the associated expense equal less than the \$100,000 total allocated by the County for the FIDs renovation.
- (4) For each following year during the term of this Agreement, including any extension hereof, Concessionaire will pay the total Minimum Annual Guarantee as defined in Section 6.1.b. or a prorated amount in the event of a scheduled termination before year end or if a month-to-month extension is in effect.
- (5) Additionally, from time to time and at the direction of the Airport Director or his designee, certain work associated with the removal of non-Concessionaire advertising fixtures and the restoration of specific areas will be executed by Concessionaire with detailed records of the associated expenses submitted to the County and a reimbursement of previously approved costs made via an offset in the following year's MAG payment.
- (6) The Minimum Annual Guarantee shall be subject to reduction equal to the Concessionaire's share of actual and prospective advertising revenues lost and unearnable where the County requires the elimination of any approved advertising location as shown on Exhibit A or B, without the assignment to the Concessionaire of a replacement location of at least equal passenger exposure and commercial advertising value. In the event an approved advertising display is visually obstructed or subject to electric supply failure for more than three (3) days, not due to the fault of the Concessionaire, any amounts refunded to or withheld by

affected advertisers shall not count towards Gross Revenues and the Concessionaire's share of such lost revenues shall be deducted from the payment due hereunder.

- 6.2 The Concessionaire shall make all payments to the County required under this Agreement by check payable to Dane County and remitted to the Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
- 6.3 By the twentieth (20<sup>th</sup>) day of January following each calendar year during the term of this agreement, commencing as of January 2019, and by the twentieth (20<sup>th</sup>) day of the calendar month following the expiration or other termination of this agreement, the Concessionaire shall furnish to the County a statement showing for the preceding applicable period, Gross Revenues and the Percentage Fee due thereon, including any approved offsets, along with a check made payable to the County as noted in Section 6.3 for any reconciled amounts due the County.
- 6.4 The Concessionaire shall keep full and accurate books and records showing all Gross Revenues, and the County shall have the right to inspect and audit all such books and records as may be necessary to verify the reported Gross Revenues, including sales tax return records related to operation of the Airport advertising concession. All such books and records shall be maintained and made available upon the County's request at the Concessionaire's office location for at least two years following the expiration or termination of this Agreement.
- 6.5 No later than one hundred twenty (120) days after the end of each year under the term of this Agreement, the Concessionaire shall furnish to the County the written statement of a Certified Public Accountant stating that the fees paid by the Concessionaire to the County for the preceding Agreement year are as required hereunder. Such statement shall also state the amount of Gross Revenues for such Agreement year, as shown on the books and records of the Concessionaire. Any adjustment required to the fees paid for such preceding year shall be made by setoff or additional payment, as required, within thirty (30) days of submittal of the statement required hereunder.

- 6.6 Without waiving any other right of action available to the County, in the event that the Concessionaire is delinquent for a period of fifteen (15) days or more in paying any fees due pursuant to this Agreement, the Concessionaire shall pay to the County interest thereon at the rate of twelve (12) percent per annum from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by the Concessionaire.
- 6.7 In the event that any additional payment shall be determined to be rightly due and owing by any audit of the Concessionaire's books and records as provided herein, such amount shall forthwith be paid by the Concessionaire to the County. If such amount exceeds ten (10) percent of the annual payment, the Concessionaire shall also pay interest at the rate of twelve (12) percent per annum from the date such additional payment became due; provided, however, that the foregoing not be applied to amounts contested in good faith by the Concessionaire.

## **Article VII**

### **CONCESSION OPERATIONS**

- 7.1 The management, maintenance and operation of the Airport advertising concession shall be under the supervision and direction of a qualified, competent manager who shall at all times be authorized to act on behalf of the Concessionaire.
- 7.2 The operations of the Concessionaire, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner.
- 7.3 The Concessionaire shall hire or contract with a sufficient number of employees or contractors so as to enable it to properly conduct the Concessionaire's operation as authorized and required hereunder.

## **Article VIII**

### **AIRPORT PROTECTION CLAUSE**

- 8.1 The County hereby reserves for the use and benefit of the public the right to pursue all operations of the Airport, including Airport operations involving or resulting in such noise and vibration as may be inherent in the operation of aircraft in the vicinity of the Airport and the Airport Terminal. The Concessionaire shall not conduct any activity in or around the Airport in such a manner as to create interference with communication between the Airport and aircraft or to make it difficult to distinguish between the Airport's lights and others, to otherwise impair visibility in the vicinity of the Airport, or to in any other manner endanger the landing, taking-off or maneuvering of aircraft at or near the Airport.
- 8.2 Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove or prevent Lessee from using, placing, erecting, or permitting to be used, placed, or erected, any structure, device, equipment, object or other item on, in or around the Airport which Lessor determines would limit the usefulness of the Airport, constitute a hazard to aviation or be in violation of FAA directive or regulation.

## **Article IX**

### **MAINTENANCE**

- 9.1 The Concessionaire shall at its own expense keep and maintain the advertising displays installed under this Agreement in an attractive, clean, neat and sanitary condition.
- 9.2 The Concessionaire shall maintain and promptly make necessary repairs to all of the advertising displays and equipment placed or installed at the Airport by the Concessionaire.
- 9.3 All operations authorized or required under the terms of this Agreement, including maintenance and repairs performed by the Concessionaire, shall be performed in conformity with federal, state and local laws, regulations, ordinances and rules, and applicable directives issued by the Airport Director.

- 9.4 The Concessionaire shall, in a timely manner, provide for the prompt, neat and sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations.

## **Article X**

### **COMPLIANCE AND APPLICABLE LAW**

- 10.1 Except as otherwise provided herein, the Concessionaire shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees which may be levied upon the Concessionaire or the County on account of the business being conducted by the Concessionaire at the Airport. The right to use space as set forth herein is not a conveyance of real property, is in the nature of a license, and is revocable at any time pursuant to the terms of this Agreement. The Concessionaire shall maintain in current status all federal, state, and local permits and certifications required for the operation of the business conducted by the Concessionaire at the Airport.
- 10.2 This Agreement is governed by the laws of the State of Wisconsin and any disputes relating to performance hereunder shall be resolved in accordance with such laws, with venue in the Dane County Circuit Court.

## **Article XI**

### **ASSIGNMENT**

- 11.1 The Concessionaire shall not assign this Agreement without the prior written consent of the Airport Director. Any sale or other transfer, including transfer by consolidation, merger or reorganization, of twenty-five (25) percent or more of the voting stock or membership interests of the Concessionaire in a single transaction or in multiple related transactions, if the Concessionaire is a corporation or limited liability company, or any sale or other transfer of twenty-five (25) percent or more of the partnership interest in the Concessionaire in a single transaction or in multiple related transactions, if the Concessionaire is a partnership, shall be deemed to be an assignment for purposes of this Agreement.

**Article XII**  
**INSURANCE AND INDEMNIFICATION**

12.1 The Concessionaire shall protect, defend, indemnify and hold the County, its officers, employees, boards and commissions, harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs of investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever to the extent caused by the negligence or willful misconduct of the Concessionaire, its agents, employees, licensees, or contractors, and arising out of or incident to the operation of the Airport advertising concession pursuant to this Agreement, regardless of where the injury, death or damage may occur. The Concessionaire shall have the right to control the defense of any such claim, suit or other action for which the Concessionaire indemnifies the County. This subsection shall not create any third-party rights and shall not be interpreted as a waiver by the County of any immunities or limitations on damages available to the County pursuant to federal or state law.

The Concessionaire shall, by the effective date of this Agreement and without expense to County, obtain and thereafter keep in effect liability insurance coverage of a type and with limits as set forth below. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility, approved by the appropriate governmental authority to do business in the State of Wisconsin. The insurance policies obtained hereunder shall contain an endorsement providing that the Concessionaire will endeavor to provide written notice by email to the County not less than thirty (30) days prior to cancellation or material change to any provisions or coverages therein affecting the interest of the County. The comprehensive general liability policies shall include contractual liability coverage.

12.2 The Concessionaire shall within ten (10) days of the effective date of this Agreement and annually thereafter provide the County with a certificate or certificates of insurance evidencing the insurance coverage required under



this Agreement. The County shall be listed as certificate holder to receive all notices. If the County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of the Agreement, the Concessionaire shall, within thirty (30) days prior to the effective date of such cancellation or change, obtain and provide the County with proof of the re-establishment of the required insurance coverage. If the Concessionaire's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Agreement.

The minimum limits of coverage shall be as follows:

Commercial general liability insurance,

including but not limited to bodily injury, personal injury, broad form contractual and broad form property damage (per occurrence):

\$1,000,000

Commercial automobile liability insurance (including owned, non-owned and hired vehicles)

Bodily injury (per occurrence):

\$1,000,000

Property damage (per occurrence):

\$1,000,000

Environmental pollution /impairment liability insurance,

Bodily injury, property damage, environmental cleanup (per occurrence)

\$1,000,000

Where insurance required hereunder provides coverage for liability for damages to third parties for personal injury, death, and property damage, the County shall be included as an additional insured. Such liability insurance coverage shall also extend to damage, destruction, and injury to County-owned or County-leased property and County personnel, caused by or resulting from work, acts, operations, or omissions of Company, its officers, agents, employees, or contractors on the Airport premises. The County shall have no liability for any premiums charged for the coverage required herein

and inclusion of the County as a named insured is not intended to, and shall not, make the County a partner or joint venturer with the Concessionaire.

- 12.3 The Concessionaire shall maintain throughout the term of this Agreement workers' compensation insurance at statutory limits.

### **Article XIII**

#### **TITLE AND REMOVAL OF PROPERTY UPON TERMINATION**

- 13.1 All improvements and advertising display units installed by the Concessionaire at the Airport shall be the property of the Concessionaire until the expiration or earlier termination of this Agreement. Upon expiration of this Agreement, early termination of the Agreement pursuant to Article XIV below, or early termination and payment to Concessionaire pursuant to Article XV below, all advertising display units, as identified in Exhibit A and Exhibit B and including all components thereof, shall become the property of the County.

### **Article XIV**

#### **TERMINATION BY COUNTY**

- 14.1 At all times during the term of this Agreement the Concessionaire shall operate the Airport advertising concession authorized hereunder pursuant to all terms, provisions, conditions and covenants set forth in this Agreement, including:
- (a) Providing an effective local, regional and national sales force to sell advertising at the Airport;
  - (b) Providing a CAD drawing as/if needed for the Airport advertising concession;
  - (c) Providing and receiving approval of plans and specifications for initial and replacement advertising display units and advertising displays;
  - (d) Providing maintenance staff and scheduling commensurate with facilities, with on-site availability within 24 hours of the Airport's request therefor;
  - (e) Providing graphic guidance to advertisers and obtaining the Airport's written approval of all displays prior to installation;

- (f) Providing all financial reports and payments required hereunder in a timely manner; and
- (g) Providing qualified personnel to timely complete all installations in a professional manner.

14.2 In the event the Concessionaire neglects or otherwise fails to fulfill any of the above Operational Standards, the County shall provide the Concessionaire written notice of such default. If after thirty (30) days of receipt by the Concessionaire of written notice of default from the County, the Concessionaire has not cured the default or diligently proceeded to cure the default, the County may terminate this Agreement upon no less than ten (10) days written notice and without liability to the Concessionaire therefor.

14.3 In addition to termination as set forth in Section 14.2 above, this Agreement shall be subject to termination by the County upon no less than ten (10) days written notice and without liability to the Concessionaire should one or more of the following events occur:

- (a) The Concessionaire's right to operate an Airport advertising concession as authorized hereunder is terminated or extinguished by process of law;
- (b) The Concessionaire's assets are taken or assigned pursuant to proceedings under the provisions of any federal or state reorganization or bankruptcy code or act; the entry of a final judicial order providing for the modification of the rights of Concessionaire's creditors, including the County; or
- (c) The Concessionaire abandons and ceases its operation of the Airport advertising concession authorized hereunder.

14.4 Upon termination of this Agreement pursuant to this Article XIV, Concessionaire shall without further consideration transfer to the County ownership of all advertising display units located in the Airport terminal, including all components thereof, and will be relieved of any further responsibility for removal of said advertising display units or maintenance of same.

## Article XV

### TERMINATION BY THE CONCESSIONAIRE

15.1 In addition to other remedies that may be available to the Concessionaire, this Agreement shall be subject to termination by the Concessionaire, as set forth below, should any one or more of the following events of default occur:

- (a) The abandonment of the Airport for longer than thirty (30) days;
- (b) The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Airport in such a manner as to substantially restrict the Concessionaire from conducting the Airport advertising concession, provided such order or injunction is not issued due to an act or omission of the Concessionaire and such order or injunction remains in force for at least thirty days;
- (c) The breach by the County of any of the material terms, covenants, or conditions of this Agreement and County's failure to remedy the breach, or diligently proceed to remedy the breach, within thirty days of receipt of written notice from the Concessionaire of the existence of such breach;
- (d) The assumption by the United States or the State of Wisconsin, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Concessionaire from conducting its Airport advertising concession, if such restriction continues for a period of thirty days or more; or
- (e) The destruction of such a significant portion of the Airport due to fire or other casualty not the fault of the Concessionaire so as to make continuation of the advertising concession commercially unreasonable.

15.2 Upon occurrence of one or more of the above listed events of default, the Concessionaire may provide the County written notice of each event of default. If, within ten (10) days of receipt by the County of a written notice of event of default from the Concessionaire, the County has not cured the default or diligently proceeded to cure the default, the Concessionaire may

terminate this Agreement without liability to the County.

- 15.3 Upon termination of the Lease under this Article XV, the Concessionaire shall be reimbursed by the County for the value of all advertising display units installed at the Airport at the time of termination. The value of the advertising display units identified in Exhibit A and Exhibit B upon the commencement date of this Agreement shall be deemed to be Net Book Value, determined on a straight-line basis over the five-year initial term of this Agreement, with all improvements deemed to have a value of zero at the end of the initial five (5) year term of the Agreement. The Net Book Value of an advertising display unit not identified in Exhibit A and Exhibit B upon the commencement date of this Agreement shall be determined on a straight-line basis over the five-year period commencing at the time the advertising display unit is installed at the Airport, with the value thereof being deemed to be zero five years after the date of installation. Upon full payment by the County to the Concessionaire of the depreciated value of all advertising display units, as set forth herein, all advertising display units located in the Airport terminal, including all components thereof, shall become the sole property of the County.

## **Article XVI**

### **DISADVANTAGED BUSINESS ENTERPRISES,**

- 16.1 It is the County's policy to ensure that Airport Concession Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, have an opportunity to receive and participate in Airport related contracts and leases in accordance with Department of Transportation (hereinafter, "DOT") regulations. The Concessionaire's Airport Concession Disadvantaged Business Enterprise Report, submitted with its proposal to engage in the Airport advertising concession, was a material consideration in the County's decision to enter into this Agreement. The Concessionaire shall make a good faith effort to implement and maintain Airport Concession Disadvantaged Business Enterprise (hereinafter, "ACDBE") participation in Concessionaire's activities hereunder, as indicated in its ACDBE Report. In the event new or amended regulations with respect to ACDBE participation are issued by the DOT, the Concessionaire shall initiate all necessary and reasonable steps to achieve ACDBE participation in accordance with such DOT regulations.

ACDBE participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or as amended. Participation by ACDBEs in the activities authorized or required under this Agreement shall be in compliance with and accordance with the goals and objectives of the County's ACDBE Program, as it may be amended from time to time.

## **Article XVII**

### **EQUAL RIGHTS AND ACCESSIBILITY**

17.1 The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination with respect to activities authorized or required under this Agreement; (2) that in the construction of any improvements by the Concessionaire at the Airport and the furnishing of services thereon, no person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Concessionaire shall conduct all activities authorized or required under this Agreement in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and 14 CFR Part 152, Subpart E, as said regulations may be amended.

- 17.2 The Concessionaire shall at all times conduct the activities authorized or required under this Agreement in full compliance with the Americans with Disabilities Act and all other federal, state and local law, regulation, rule or ordinance addressing accessibility for people with disabilities.

**Article XVIII**

**SECURITY, ACCESS, AND PARKING**

- 18.1 The Concessionaire shall observe, and ensure that its employees, agents, invitees, and contractors observe, all airport security requirements, procedures, protocols, standards, directives, and rules issued, adopted or enforced by the Transportation Security Administration or the Airport.
- 18.2 The Concessionaire, its employees, customers, agents, contractors and suppliers shall have the right of ingress and egress to and from advertising display locations, subject to Airport security policies and directives issued by the Airport Director.
- 18.3 Employees of the Concessionaire shall be permitted to park at the Airport under the same terms and conditions as employees of other concessionaires at the Airport.

**Article XIX**

**FIRE OR OTHER CASUALTY**

- 19.1 In the event an approved advertising display location is rendered unusable by damage due to fire or other casualty not the fault of the Concessionaire, the same shall be repaired at the expense of the County without unreasonable delay unless the County determines that the damage to the display location is so extensive that repair is not feasible. From the date of such casualty until the damaged location is repaired and usable for advertising, or until a comparable replacement advertising display location is provided by the County, the Minimum Annual Guarantee hereunder shall be proportionally adjusted to reflect any revenue lost due to closure of the damaged advertising display location.

**Article XX**

**AMENDMENT AND ENTIRE AGREEMENT**

- 20.1 No amendment of the terms of this Agreement shall be binding unless the

same is in writing executed by the authorized agents of the parties hereto, said agent on behalf of the County being the Airport Director.

- 20.2 All terms and conditions with respect to this Agreement are expressly contained herein, and each party hereto agrees and specifically acknowledges by execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, or the other party's agents or representatives with respect to this Agreement or any of the matters and rights addressed herein.

#### **Article XXI**

##### **APPROVALS BY THE COUNTY**

- 21.1 Whenever this Agreement calls for approval or authorization by the County, such approval or authorization shall be obtained from the Airport Director or the Director's designee.

#### **Article XXII**

##### **ENVIRONMENTAL PROTECTION**

- 22.1 The Concessionaire shall in the exercise of its rights hereunder at all times comply all environmental laws, statutes, ordinances, regulations and orders relating to protection of the environment, including all rules, regulations or directives adopted by or issued by the Airport or its Director.

#### **Article XXIII**

##### **NOTICES**

- 23.1 Notices, requests and other communications under this Agreement shall be of effect only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized and receipted courier service addressed as follows:

To the County:

Airport Director

Dane County Regional Airport

4000 International Lane

Madison, Wisconsin 53704



To the Concessionaire:  
Brigham Newman  
Vice President/General Manager  
100 Hartsfield Centre, Suite 500  
Atlanta, GA 30354

#### **Article XXIV**

##### **STORAGE SPACE**

- 24.1 The Concessionaire shall have the use of 446 square feet of space in the Airport Terminal, designated as Airport Terminal Room 1112, for the storage of equipment and supplies used in the operation of the Airport advertising concession. Upon receipt of written notice from the Airport Director that the foregoing space in Airport Terminal Room 1112 is needed for Airport operational needs, the Concessionaire shall vacate said space within twenty (20) days of receipt of such notice.

#### **Article XXV**

##### **GENERAL PROVISIONS**

- 25.1 Subordination. This Agreement shall be subordinate to existing and future Federal Aviation Administration and Transportation Security Administration regulation and the provisions of any existing or future agreement between the County and the United States or State of Wisconsin relative to the development, operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition to the expenditure or availability of federal or state funds or property for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of rights granted under this Agreement, the Concessionaire shall have the right to terminate this Agreement immediately upon delivery of written notice of termination to the County but shall have no other recourse against the County.
- 25.2 No Waiver of Rights. No failure by either party to strictly enforce any of the terms, covenants, and conditions hereof shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained.

- 25.3 Captions and Severability. The article headings in this Agreement are inserted only as a matter of convenience and for reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. If one or more clause, section, or provision of this Agreement shall be held to be unlawful, invalid, or unenforceable, the remaining provisions herein shall not be affected and shall remain in full force and effect.
- 25.4 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 25.5 Right to Amend. In the event that the Federal Aviation Administration or a successor agency requires modification of this Agreement as a condition to the granting of funds for the improvement of the Airport, or to bring the Airport into compliance with federal regulation or rule, the Concessionaire shall consent to such modifications as may be reasonably required.
- 25.6 Force Majeure. Neither the County nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other casualties or events for which it is not responsible and which are not within its control.
- 25.7 Counterparts and Copies. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.
- 25.8 Rights Only as Expressed Herein. Concessionaire shall have only such rights to conduct activities at the Airport as are expressly set for in this Agreement.
- 25.9 Full Authority. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are signing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the dates indicated below.

**FOR DANE COUNTY:**

\_\_\_\_\_  
Joseph Parisi  
Dane County Executive

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

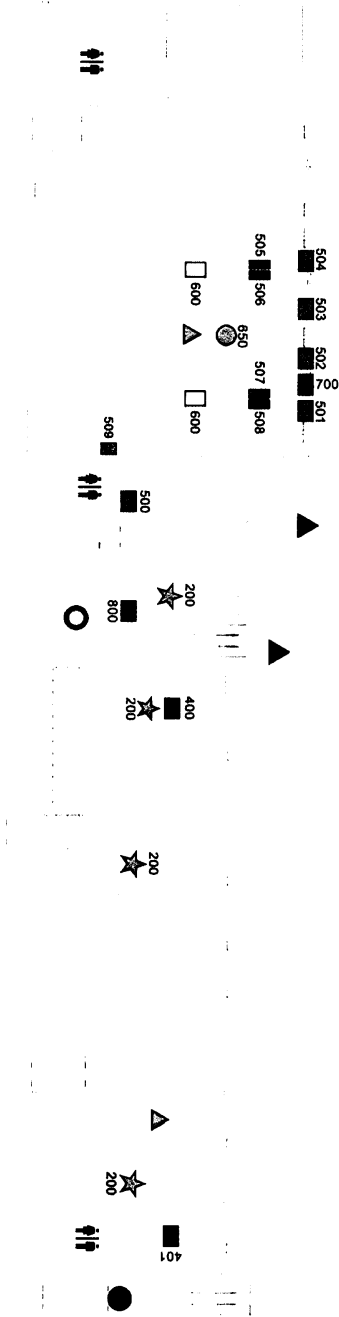
\_\_\_\_\_  
Date

**FOR LAMAR AIRPORT ADVERTISING COMPANY:**

  
Casey Sexton  
Vice President/US Territory Manager

8-15-18  
Date

# Baggage Claim and Ticketing



★	ADVERTISING FIDS
■	BACKLIT TENSION FABRIC
■	TENSION FABRIC
■	VIDEO WALL
□	BAG DECK DIGITAL
■	DOUBLE-SIDED BACKLIT FABRIC TENSION
●	INTERACTIVE DIGITAL KIOSK
▲	FLOOR EXHIBIT
▲	EXHIBITS
●	WALL WRAP

Denoted for Special events only

KEY PLAN



# Concourse North

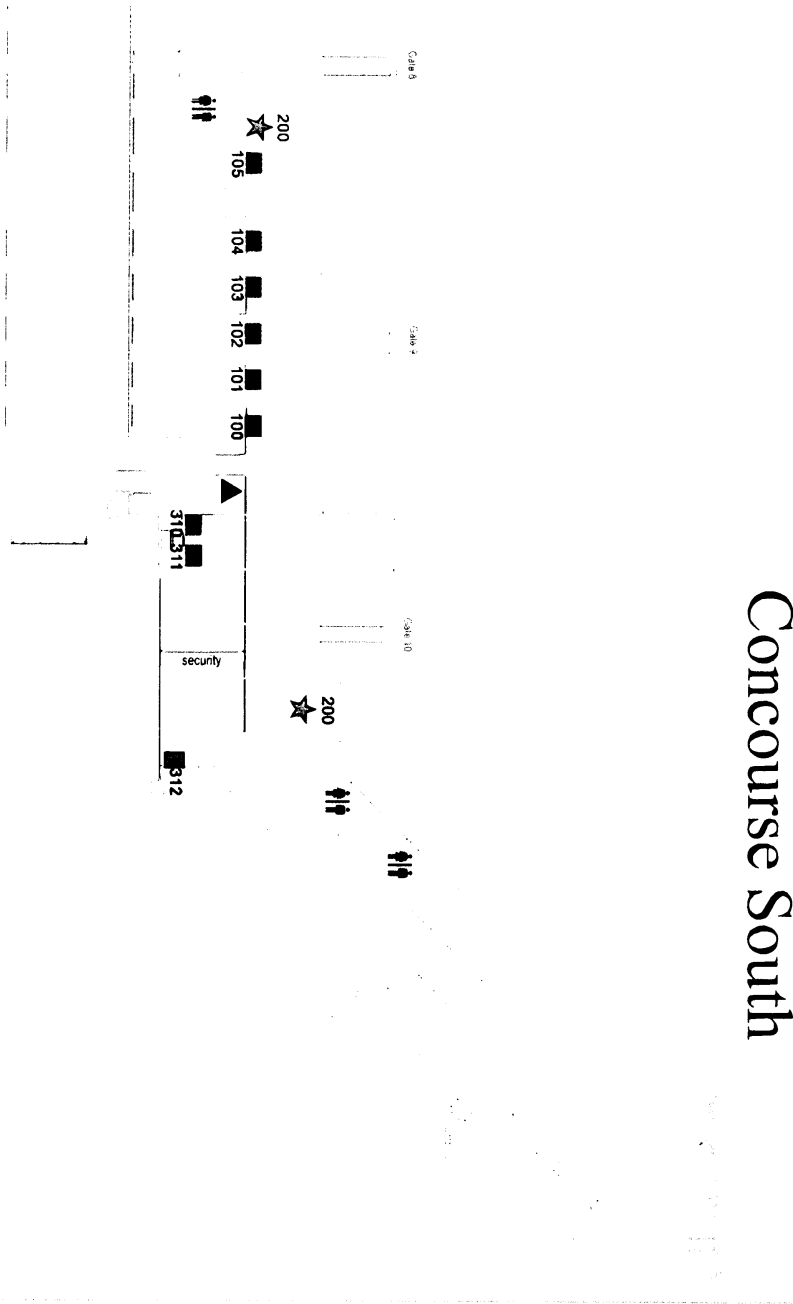


■	BACKLIT TENSION FABRIC
■	TENSION FABRIC
★	ADVERTISING FIDS
▲	EXHIBITS
■	PHASE 2 TENSION FABRIC

KEY PLAN

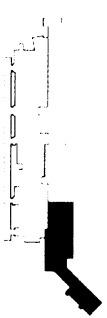


# Concourse South



■	BACKLIT TENSION FABRIC
★	ADVERTISING FIDS
▲	EXHIBITS

KEY PLAN



# Inventory List

Concourse South

Map #	Equipment Type	Location	Size	Notes
100	Tension Fabric (Illuminated)	Gate 9 (next to exit)	8x4	
101	Tension Fabric (Illuminated)	Gate 9 (current US Cellular)	8x4	
102	Tension Fabric (Illuminated)	Gate 9 (current US Cellular)	8x4	
103	Tension Fabric (Illuminated)	Gate 8 Business Center	8x4	
104	Tension Fabric (Illuminated)	Gate 8 ATM	8x4	
105	Tension Fabric (Illuminated)	Gate 8 Phone Booth	8x4	
200	55" NEC X55UNV FIDS	Gate 4	47.8" x 28.7" x 15.7" (12' x 4.8' overall)	
310	Tension Fabric (Illuminated)	Pre Check TSA	8x4	
311	Tension Fabric (Illuminated)	Pre Check TSA	8x4	
312	Tension Fabric (Illuminated)	Pre Check Back Wall	8x4	
900	Floor Exhibit Space	see map	10' x 10'	maximum size - exact determined by location

# Inventory List

Concourse North

Map #	Equipment Type	Location	Size	Notes
106	Tension Fabric (Illuminated)	Gate 7 Charging Station	8x4	
107	Tension Fabric (Illuminated)	Gate 5 (restroom)	6x4	
108	Tension Fabric (Illuminated)	Gate 5 (in gate)	6x4	
109	Tension Fabric (Illuminated)	Gate 4 (in gate)	6x4	Optional Addition Phase 2
200	55" NEC XSSUNV FIDS	Gate 4	47.8" x 28.7" x 15.7" (12' x 4.8' overall)	
300	Tension Fabric (Illuminated)	General TSA	6x4	
301	Tension Fabric (Illuminated)	General TSA	6x4	
302	Tension Fabric (Illuminated)	General TSA	6x4	
303	Tension Fabric (Illuminated)	General TSA	6x4	
304	Tension Fabric (Illuminated)	General TSA	6x4	
305	Tension Fabric (Illuminated)	General TSA	6x4	
306	Tension Fabric (Illuminated)	General TSA	6x4	
307	Tension Fabric (Illuminated)	General TSA	6x4	
308	Tension Fabric (Illuminated)	General TSA	6x4	
901	Floor Exhibit Space	see map	10' x 10'	maximum size - exact determined by location
902	Floor Exhibit Space	see map	10' x 10'	maximum size - exact determined by location



# Inventory List

## Baggage Claim and Ticketing

Map #	Equipment Type	Location	Size	Notes
200	55" NEC X55UNV FIDS	Gate 4	47.8" x 28.7" x 15.7" (12' x 4.8' overall)	
400	Tension Fabric	Back of FIDS	34" x 48"	
401	Tension Fabric	Back of FIDS	34" x 48"	
500	Tension Fabric (Illuminated)		8x4	
501	Tension Fabric (Illuminated)		8x4	
502	Tension Fabric (Illuminated)		8x4	
503	Tension Fabric (Illuminated)		8x4	
504	Tension Fabric (Illuminated)		8x4	
505	Profile 200 Tension Fabric (Illuminated)			Optional Addition Phase 2
506	Profile 200 Tension Fabric (Illuminated)			Optional Addition Phase 2
507	Profile 200 Tension Fabric (Illuminated)			Optional Addition Phase 2
508	Profile 200 Tension Fabric (Illuminated)			Optional Addition Phase 2
509	Profile 200 Tension Fabric (Illuminated)			Optional Addition Phase 2
600	Back to Back Digital Bag Deck	Bag Belt Decks	QMF65F	
650	Interactive Touch Screen Kiosk	Previous phone board location	47.8" x 28.7" x 15.7"	
700	LED 4mm Flat Panel	Baggage Claim Back wall	12' x 5.5'	
800	LED 4mm Flat Panel	Above Meeters/Greeters	13' x 5'	
903	Floor Exhibit Space	see map	10' x 10'	maximum size - exact determined by location
904	Floor Exhibit Space	see map	10' x 10'	maximum size - exact determined by location