



ADDENDUM #1
CITY OF SPRINGFIELD, MISSOURI
SPRINGFIELD-BRANSON NATIONAL AIRPORT
REQUEST FOR PROPOSAL #001-2018

RETURN TO : Kent Boyd, Marketing
Springfield-Branson
National Airport
2300 N. Airport Blvd Suite 100
Springfield, MO 65802

Date Issued: January 7, 2019
Email: kboyd@flyspringfield.com
Telephone Number: 417-868-0500
Fax Number: 417-868-0501
REVISED DUE DATE: February 15, 2019

The Invitation for Bid specified above is hereby amended and revised as described below. **This addendum must be acknowledged on the Affidavit of Compliance provided in the bid documents.**

DESCRIPTION

TERMINAL ADVERTISING

- 1. Change:** RFP Section 4.2 PROPOSER'S MINIMUM INVESTMENT: The minimum investment dollar amount for terminal advertising has been changed to an amount which must meet or exceed **\$125,000.**
- The final deadline for proposer questions has been extended to close of business on **Friday, January 18, 2019.**
- The final deadline for the Airport to answer questions is **Friday, January 25, 2019.**
- The bid due date has been extended to **Friday, February 15, 2019 at 3:00 PM CST.**

Below find the Airport's response to questions received prior to the initial deadline for questions.

1) Can you provide the total gross advertising revenue (before your split with your current 3rd party vendor) for digital and static over the past 5 years?

See attached spreadsheet.

2) What is the current revenue split/share for digital?

Since the airport owns the equipment, the revenue for the airport is a MAG of \$50,000, or 50% of gross revenue, whichever is greater.

3) What is the current revenue split/share for static?

MAG of \$50,000, or 50% of gross revenue, whichever is greater.

4) What equipment does the current 3rd party vendor own that they would remove IF they are not awarded the bid?

The current vendor is the Springfield Convention and Visitors' Bureau (CVB). It does not own any of the equipment. The equipment is owned by the airport. The equipment consists of seventeen 52" monitors which rotate slides and ten second silent movies. This equipment is ten years old and has performed far beyond its life expectancy. The airport does not plan to replace or maintain it when a new vendor is selected.

5) Can we obtain the final signed contract between the current 3rd party vendor and SGF?

Attached.

6) How will the current advertising contracts play out between the current 3rd party and SGF if they do not retain the contract? For example, if a contract for a fabric tension banners expires on 12/31/19 but the new agreement with the vendor starts 3/1/19, who assumes responsibility for the remaining months of the advertising agreements?

When the current contract with the CVB expires we plan to leave current advertising in place free of charge to the advertiser until the new concessionaire comes on board.

7) Does the current vendor provide SGF with signed advertising contracts?

No.

8) If YES, can these contracts be provided to any new vendor that would win this contract?

N/A

9) Does SGF have the desire to have the newest digital advertising options available? If so, can the ACDBE goal be obtained thru this? Meaning that if new digital hardware is installed and an ACDBE installs it, can that count towards the overall ACDBE goal?

Yes, but understand that the goal is an annual one, so we expect the concessionaire to meet the goal each year.

10) Who owns the current advertising display equipment?

The current equipment is owned by the airport. It was installed about nine years ago and has reached the end of its service life.

12) Can companies from Outside USA can apply for this? (like from India or Canada)

Yes.

13) Do we need to come over there for meetings?

It would be preferred, but not required.

14) Can we perform the tasks (related to RFP) outside USA? (like from India or Canada)

Since we don't know what your abilities are we don't know the answer to this question.

| SGF ADVERTISING REVENUE | | | | |
|-------------------------|---------------|---------------|---------------|--------------|
| Gross Receipts | | | | |
| | | | | |
| | 2012-2013 | 2013-2014 | 2014-2015 | |
| FEBRUARY | \$ 8,160.00 | \$ 6,991.25 | \$ 7,891.25 | |
| MARCH | \$ 6,255.00 | \$ 8,731.25 | \$ 5,521.25 | |
| APRIL | \$ 6,924.57 | \$ 7,831.25 | \$ 3,991.25 | |
| MAY | \$ (1,503.75) | \$ 4,826.25 | \$ 9,201.25 | |
| JUNE | \$ 6,028.75 | \$ 3,776.25 | \$ 3,641.25 | |
| JULY | \$ 4,746.25 | \$ 7,481.25 | \$ 3,641.25 | |
| AUGUST | \$ 8,586.25 | \$ 9,141.25 | \$ 8,775.75 | |
| SEPTEMBER | \$ 4,776.25 | \$ 3,691.25 | \$ 4,341.25 | |
| OCTOBER | \$ 4,426.25 | \$ 8,071.25 | \$ 15,591.25 | |
| NOVEMBER | \$ 5,546.25 | \$ 5,451.25 | \$ 6,496.25 | |
| DECEMBER | \$ 4,276.25 | \$ 4,141.25 | \$ 14,001.25 | |
| JANUARY | \$ 12,716.25 | \$ 17,761.25 | \$ 10,361.25 | |
| Total | \$ 70,938.32 | \$ 87,895.00 | \$ 93,454.50 | |
| | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 |
| MARCH | \$ 9,795.00 | \$ 5,655.00 | \$ 8,074.17 | \$ 5,034.18 |
| APRIL | \$ 10,965.83 | \$ 8,155.00 | \$ 9,424.17 | \$ 12,524.18 |
| MAY | \$ 4,345.83 | \$ 5,885.00 | \$ 5,464.17 | \$ 11,052.67 |
| JUNE | \$ 14,800.83 | \$ 4,535.00 | \$ 20,537.23 | \$ 15,499.18 |
| JULY | \$ 9,946.84 | \$ 8,345.00 | \$ 14,154.17 | \$ 2,700.00 |
| AUGUST | \$ 8,655.83 | \$ 17,897.50 | \$ 15,855.00 | \$ 4,425.00 |
| SEPTEMBER | \$ 6,685.84 | \$ 18,565.00 | \$ 15,855.00 | \$ 3,290.00 |
| OCTOBER | \$ 10,835.13 | \$ 14,115.64 | \$ 9,125.00 | \$ 2,251.00 |
| NOVEMBER | \$ 16,705.14 | \$ 13,960.00 | \$ 6,185.00 | \$ 4,007.25 |
| DECEMBER | \$ 20,537.23 | \$ 5,200.00 | \$ 8,510.00 | \$ - |
| JANUARY | \$ 14,365.00 | \$ 23,538.18 | \$ 23,934.17 | \$ - |
| FEBRUARY | \$ 5,655.00 | \$ 8,284.17 | \$ 7,834.17 | \$ - |
| | \$ 133,293.50 | \$ 134,135.49 | \$ 144,952.25 | \$ 60,783.46 |

**City of Springfield, Missouri
Airport Board**

**Agreement for Operation of
Airport Terminal Advertising Concession**

March 2015

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AGREEMENT

Parties

Springfield: The Board of Springfield, Greene County, Missouri

Concessionaire: Springfield Convention and Visitors Bureau, Inc.

Short-Hand References

Agreement: Airport Terminal Advertising Concession Agreement

Airport: Springfield/Branson National Airport

Board: Springfield/Branson National Airport Board, its duly elected or appointed officials, agents, and employees

Director: Airport's Director of Aviation

Springfield: The City of Springfield, Greene County, Missouri, its duly elected or appointed officials, agents, and employees

Background

Board is a Springfield administrative board, created by Springfield's Charter.

Airport is located in Springfield.

Board has the power and duty to administer Airport, i.e., to take charge of, and operate, its properties, institutions, and facilities. Board has the power to transact Airport business.

Concessionaire is a Missouri non-profit corporation in good standing and authorized to do business in Missouri.

On or before February 16, 2006, Concessionaire and Airport entered into an Advertising Display Agreement (Contract No. 2006-0110). The agreement was in reference to a Litewall unit in the Baggage Claim area at the Springfield-Branson National Airport, for which Concessionaire agreed to pay a fee of \$500.00 per month, with the monthly fee increasing to \$600.00 per month after the first twelve months. On February 21, 2007, the parties added an addendum to the agreement regarding the installation of a second Litewall unit (Contract No. 2006-0110-01). For the second unit, Concessionaire agreed to pay a monthly fee of \$500.00 for the first twelve months, after which the monthly fee increased to \$600.00 per month. Concessionaire purchased and owns both Litewall units. There was no set term of the agreement, and Concessionaire has continued to pay a monthly fee of \$1,200.00 total into 2015. The Board reserved the right to terminate the agreement for its convenience and without cause by written notice, when Board determines it is in Board's interest. The Board wishes to terminate the agreement at this time.

On January 19, 2012 Concessionaire and Airport entered into an agreement for Concessionaire to operate the Airport Terminal Advertising Concession at the Springfield/Branson National Airport (Contract No. 2012-0062). The term of the contract was from February 1, 2012 through January 31, 2015, with two renewal options of one year each. Prior to the end of the initial term, the parties agreed to renegotiate the terms of their agreement instead of renewing the original contract. To allow the parties time to negotiate the terms of the present contract, an addendum was signed extending the 2012 contract through April 30, 2015. This contract replaces the 2012 contract and addendum.

Board and Concessionaire want to establish terms and conditions to govern their relationship. Therefore, Board and Concessionaire agree as follows:

1 GRANT

1.1 Right to Conduct Advertising Concession

1.2 Pursuant to the terms of this Agreement, Board grants to Concessionaire the exclusive right, privilege, and obligation to develop, install, market, sell, make contracts in its own name, and maintain advertising displays in all Assigned Advertising Space, excepting:

1.2.1 Advertising of Airport tenants and other Airport concessionaires.

1.3 All other uses – commercial and non-commercial – are prohibited, unless Concessionaire obtains Board's prior written approval.

1.4 Board hereby terminates the prior agreement for the monthly fees for the two Litewall units in the Baggage Claim area. As such, Concessionaire is no longer obligated to pay a monthly fee of \$600.00 for each Litewall unit as of March 1, 2015. However, any revenue generated from the Litewall units will be included in Concessionaire's "Gross Receipts."

1.5 Assigned Advertising Space

Assigned Advertising Space shall be all floor and wall space in the public areas within the Airport Terminal Building which has been approved by the Director of Aviation or his designee in writing for advertising display purposes. Unless and until modified, the Assigned Advertising Space shall be that floor and wall space designated in **Exhibit A**, as well as any other advertising space on which the parties mutually agree.

1.5.1 The existing Digital Advertising Display System is included in Assigned Advertising Space and must be utilized by Concessionaire. Detailed information about the existing Digital Advertising Display System is attached as **Exhibit C**.

1.5.2 The existing Litewall Units in the Baggage Claim area are included in Assigned Advertising Space and must be utilized by Concessionaire.

1.5.3 Concession areas for food & beverage (currently McAlister's) and news & gifts (currently CNBC and Route 66) are specifically excluded from Assigned Advertising Space.

1.5.4 In the event Board, at its discretion, elects to expand, contract or reconfigure space within the Terminal Building, or in the event that Board, at its discretion, requires use of Concessionaire's Assigned Advertising Space for other uses, the Board shall provide Concessionaire with equivalent facilities at a new location, in which event, Concessionaire agrees to move to such new facilities provided that all costs of constructing equivalent facilities and of Concessionaire's moving, including the relocation of Concessionaire's trade fixtures, if any, shall be paid by Board.

1.6 Board Access to Assigned Advertising Space

Board retains the ability to access the Digital Advertising Display System and Litewall Units at all times. Board, through its Marketing and Communications Coordinator and in coordination

with Concessionaire, shall be entitled to place Airport information or announcements as part of the rotation of advertisements displayed on the Digital Advertising Display System. More specifically, Board shall also have the ability to place general Airport messages into the rotation of advertising messages on the Digital Advertising Display Screens, subject to availability of unsold advertising space.¹ If there is no available advertising space in the Baggage Claim area, Board and Concessionaire shall negotiate terms to allow Board to display a public service message regarding lost baggage. Board may preempt all advertising on the Digital Advertising Display System in the event of an emergency.

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement commences upon March 1, 2015. The term of the Agreement shall continue for a period of three (3) years, until February 28, 2018, unless renewed or earlier terminated.

2.2 Renewal Option

Concessionaire has the option of two (1) renewal periods of one (1) year each, provided Concessionaire is not in default. To exercise the renewal option, Concessionaire shall provide notice to Director at least 90 days prior to the expiration of this Agreement.

3 ADVERTISING STANDARDS

3.1 Quality of Advertisements

3.2 All advertising material must be in good taste, professionally developed, and inoffensive to the general public. It must be of such high caliber that it promotes Airport's terminal building as a prestigious location for commercial-advertising media.

3.3 Rejection of Objectionable Advertisements

3.4 Advertisements, advertising copy, advertising materials, and manners of presentation ("Advertisements") shall be subject to the reasonable disapproval of the Director of Aviation. Director may reject any Advertisements that, in Director's sole judgment:

3.4.1 Is offensive on moral grounds;

3.4.2 Contains nudity or profanity;

3.4.3 Is false or misleading;

3.4.4 May violate existing laws;

3.4.5 May reflect negatively, in any way, on the character, integrity, or standing of any individual, firm, or corporation; or,

3.4.6 Is otherwise objectionable.

¹ For example, "Welcome to Springfield," "Thanks for flying Springfield," or general airport marketing messages.

3.5 Removal of Objectionable Advertisements

3.6 Concessionaire shall not display any Advertisements reasonably disapproved by the Director of Aviation. Concessionaire shall immediately remove from the Airport upon written demand of the Director of Aviation, at Concessionaire's sole cost and expense, any reasonably disapproved Advertisement. In the event that any so disapproved Advertisement is not removed promptly upon receipt of written demand, Board may remove and store said Advertisement. Board shall not be held responsible or liable for any damage to any Advertisement so removed.

3.7 Costs of Developing Advertisements

3.8 All costs associated with design, development, and production of advertising material shall be at Concessionaire's cost (and may be passed on to advertisers at Concessionaire's discretion).

3.9 Performance Criteria

Concessionaire must attain, and maintain, the following performance requirements with regards to the marketing and sale of advertising under this contract:

3.9.1 80% of available advertising space (whether digital or static) shall be revenue-producing. (This performance measure shall be waived for the first year of this Agreement.)

3.9.2 Provide an experienced sales force adequate to maintain as fully as is reasonably possible to the occupancy of advertising display space covered by this agreement. Concessionaire shall provide sales call reports to Airport upon request.

3.9.3 Advertising mix should contain at least 75% local and regional advertisers

3.9.4 Management response (via email or telephone) to Airport staff within 24 hours

3.9.5 Provide a display designer and other professional services as needed for proposed improvements, subject to approval of Airport Director

3.9.6 Proper staff for relocation of advertising displays at the Airport's request with 14 day notice

3.9.7 Provide graphic guidance to advertisers

3.9.8 Provide adequate production personnel to assure the utmost in design and construction of exhibit and advertising material to be installed or used in said displays.

4 CONCESSION OPERATIONS

4.1 Advertising Rates

Concessionaire shall make available for examination by the Director of Aviation its schedule of rates and any revisions thereof for all advertising sold pursuant to this Agreement.

Concessionaire must comply with FAA regulations regarding Economic Non-Discrimination (See Section 15.1 of this Agreement); however, this does not prohibit Concessionaire from establishing higher rates for more desirable advertising locations (i.e. Baggage Claim is generally thought to be the most sought-after advertising spot), as long as pricing is consistent for all similarly-situated advertisers. Similarly, Concessionaire may not give away advertising for free or very low cost; all similarly-situated advertisers must be treated equally.

4.2 Advertiser Contract

Concessionaire shall submit its form of contract with advertisers to the Director of Aviation for approval prior to offering to advertisers.

4.3 Scheduling

Concessionaire must schedule its work in the Terminal Building so that it does not conflict with peak traffic times nor interrupt Airport operations. Concessionaire must develop its installation and maintenance programs within the parameters of Airport and security regulations.

4.4 Licenses and Permits

Concessionaire must obtain and pay for all licenses or permits necessary or required by law for operation of its business, the construction of any improvements, and the installation of equipment and furnishings. Board shall assist Concessionaire when necessary in obtaining said permits.

4.5 Employees

Concessionaire's employees shall:

- 4.5.1 Be required to wear an appropriate, approved uniform at all times when on duty in the Terminal Building.
- 4.5.2 Maintain their uniforms in a clean and neat manner.
- 4.5.3 Maintain a clean, neat, and well-groomed appearance. Concessionaire's employees shall not wear any facial jewelry (ie, nose ring) or have any visible tattoos.
- 4.5.4 Conduct themselves in a professional and courteous manner at all times. Everyone assigned to work at the Airport is considered an ambassador of the Board and the Airport.

4.6 Control of Employees

Concessionaire shall:

- 4.6.1 Control the actions of its employees.
- 4.6.2 Cooperate with the Board in controlling, disciplining, or terminating any employee whose conduct the Board feels is detrimental to the best interests of the Airport and public.

4.6.3 Maintain at all times adequate fidelity bonds on its employees who handle cash.

4.6.4 Retain control over its employees, agents, subcontractors, and invitees, their activities on and about the Assigned Advertising Space, and the manner in which such activities are conducted.

4.7 Security

4.7.1 All Concessionaire's employees who work in secure areas of the Airport must pass a TSA-mandated security background check and be properly badged.

4.7.2 All products being delivered to the concourse areas will be inspected and screened at designated locations by TSA staff.

4.8 Non-Smoking Facility

The Springfield/Branson National Airport is a non-smoking facility; thus, employees and passengers are not allowed to smoke within the Terminal.

4.9 Conflicts with Other Tenants

4.9.1 In utilizing its Assigned Advertising Space, Concessionaire shall not violate in any manner the rights that have been granted, or may be granted in the future, by the Board to other businesses servicing the Terminal Building and the airport.

4.9.2 Should a conflict arise between Concessionaire and other concession operators at the Airport regarding the scope of the concession privileges, the Director's decision on the matter shall be final and conclusive.

4.10 Compliance with Laws

Comply with all applicable laws, regulations, ordinances, and rules of the Federal Government, State of Missouri, City of Springfield, or Board now in force or hereafter enacted. Concessionaire may lawfully contest validity or applicability of such rules and regulations. Should Concessionaire fail to maintain the Assigned Advertising Space in compliance with laws as required by this section, within a period of seven (7) days following written notice of such failure, the Board reserves the right to take any action to cure said failure. Should the Board take action to cure failures, the Concessionaire shall pay to the Board an amount equal to the Board's cost for such actions plus a ten percent (10%) administrative charge.

4.11 Maintenance and Safety

Concessionaire shall:

4.11.1 Furnish, mount and continuously maintain in a clean and first-class condition during the entire term of this agreement at its sole cost and expense, all advertising display screens, cases, framed mounting and other materials necessary for proper advertising displays, and shall make all required mechanical and electrical installations and connections, in accordance with plans submitted to and approved by the Director of

Aviation. Concessionaire shall promptly remove all displays and other materials not maintained as required herein.

4.11.2 Provide the necessary personnel to insure the correct operation, cleaning and maintenance of display cases and displays or other advertising matter therein located.

4.11.3 Provide for and pay for the proper disposal of any waste materials resulting from its operation, which the Director of Aviation deems necessary.

4.11.4 Perform all maintenance, repairs, and replacement for any advertising displays that Concessionaire installs to a quality equal to or better than the original in materials and workmanship. The Director shall be the sole judge of the quality of maintenance or repairs. The Director may, at any reasonable time, without prior notice, enter upon the Assigned Advertising Space to determine if maintenance or repairs reasonably satisfactory to the Director are being done.

4.11.5 Not do anything or permit anything to be done which may interfere with the operation of the airport or Terminal, including but not limited to the effectiveness or accessibility of the fire protection system, the alarm system, or the facilities for the protection of this Airport and the public.

4.11.6 Not do anything in or upon the Assigned Advertising Space, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Director may inform Concessionaire of such violation and set a date for abatement.

4.11.7 Exercise precaution at all times for the protection of persons and property. Concessionaire shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

4.12 Damage to Airport by Concessionaire

4.12.1 Concessionaire shall be liable for, and shall repair, any damage to Assigned Advertising Space including the Litewall units and to the Airport caused by Concessionaire or anyone acting under its direction and control, ordinary wear and tear excepted.

4.12.2 All repairs for which Concessionaire is liable shall be made by Concessionaire with due diligence and in a manner acceptable to the Board.

4.12.3 If Concessionaire fails to begin or complete such repairs after 7-days' written notice from Board, Board shall perform the repairs at Concessionaire's cost, plus a ten percent (10%) administrative charge, and said amount shall be due no later than the next Minimum Annual Guarantee payment.

5 CONCESSION FEES

5.1 Concession Fee Structure

5.1.1 First year. Concessionaire shall pay the greater of a Minimum Annual Guarantee in the amount of \$50,000 or 50% of Annual Gross Receipts.

5.1.2 Second Year. Concessionaire shall pay the greater of a Minimum Annual Guarantee in the amount of \$50,000 or 50% of Annual Gross Receipts.

5.1.3 Third Year. Concessionaire shall pay the greater of a Minimum Annual Guarantee in the amount of \$50,000 or 50% of Annual Gross Receipts.

5.1.4 Fourth Year (if renewal option is exercised). Concessionaire shall pay the greater of a Minimum Annual Guarantee in the amount of \$50,000 or 50% of Annual Gross Receipts.

5.1.5 Fifth Year (if renewal option is exercised). Concessionaire shall pay the greater of a Minimum Annual Guarantee in the amount of \$50,000 or 50% of Annual Gross Receipts.

5.2 Definition of Gross Receipts

5.2.1 “Gross receipts” include all Concessionaire-received and -receivable revenue – cash, credit, or otherwise – that Concessionaire generates from its business at Airport, including the Litewall units.

5.2.2 Excluded from the definition of “gross receipts” are only the following: Taxes Concessionaire must collect for taxing authorities, insurance proceeds, and any other property-loss proceeds. Actual advertising commissions paid to non-affiliated advertising agencies may be deducted from gross receipts, as long as such commissions do not exceed 15%. The concessionaire remains responsible for the cost of production of advertising artwork.

5.2.3 Concessionaire is prohibited from deducting franchise, facility, equipment, real property, or personal property taxes from its gross receipts.

5.2.4 All gross receipts shall be deemed to be received at the time of billing; Concessionaire agrees that unpaid bills from advertisers shall not be deducted from gross receipts.

5.3 Amount of Payment

5.3.1 Monthly Payment. Each month, Concessionaire shall pay to the Board the applicable percentage of gross receipts for the previous month.

5.3.2 Final Monthly Payment of Fiscal Year. Concessionaire’s payment for the 12th month of the Fiscal Year shall be the balance of the concession fee due to the Board for

the Fiscal Year. If Concessionaire's Minimum Annual Guarantee has already been met, then Concessionaire's payment shall be its Percentage of Annual Gross Receipts for the previous month.

5.3.3 Fiscal Year. For purposes of computing Concessionaire's gross receipts for each year of this Agreement, the year begins on March 1.

5.4 Date of Payment

5.4.1 Concession fees are due within twenty (20) days following the end of each month. (For example, payment for August is due no later than September 20th).

5.4.2 Said monthly installments shall be made payable to the "Springfield/Branson National Airport Board" and delivered to the Director's office, or may be handled through the City's interdepartmental billing system, as mutually agreed upon by the parties.

5.5 Late Payments

5.5.1 Concessionaire must pay to the Board late charges of 1.5% per month on all concession-fee payments that are 30 days or more past due.

5.5.2 All late charges will begin running on the date payment was due and will be computed to the date the past due amount is paid.

5.5.3 Board is not required to notify Concessionaire when a concession-fee payment is past due.

5.5.4 Any partial payments shall be applied first to accrued interest and then to principal.

5.6 Revenue Report

Along with its monthly concession-fee payment, Concessionaire must provide a revenue report to Director. The revenue report must contain the following:

5.6.1 An itemized statement showing the amount of gross receipts that Concessionaire enjoyed during the preceding calendar month. The format of the itemized statement may be changed from time to time at the Board's request.

5.6.2 A written statement signed by Concessionaire's Chief Financial Officer stating that the percentage fees are a true and accurate reflection of the revenue generated from the concession and that the payments were made in accordance with the terms and conditions of the Agreement.

5.7 Books and Records

5.7.1 Concessionaire must maintain full and accurate books of account and records, in a form acceptable to the Board, from which gross receipts and the amount of Concession fees owed the Board can be determined, according to standard and accepted accounting

practices.

5.7.2 The books of account and records that Concessionaire must maintain and include, but not be limited to, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips and annual federal income tax returns.

5.7.3 In lieu of maintaining the books of account and records required herein, Concessionaire may maintain computer records instead, provided that the Board determines, in its sole discretion, in advance, that said computer records are a reasonably equivalent alternative to the maintenance of books and records otherwise required herein.

5.7.4 These books and records shall be stored in Springfield, Missouri, for a period of at least five (5) years following the end of each annual period of this Concession Agreement and be made available to the Board upon request.² Concessionaire must maintain all required records for three years after the termination of this Agreement.

5.8 Examination

Board may, at all reasonable times, request in writing to Concessionaire to examine Concessionaire's books and records. If the examination discloses that Concessionaire underreported gross receipts by more than 5%, Concessionaire must pay:

5.8.1 Additional, underreported fees according to the audit;

5.8.2 Reasonable audit costs, including incidental expenses, and attorney fees; and,

5.8.3 Transportation and lodging, but only if Concessionaire fails to provide books and records at Airport, so that Board must travel to examine the books and records.

5.9 Audit

5.9.1 No later than 90 days after each Fiscal Year, Board will require Concessionaire to employ an independent Certified Public Accountant who shall furnish Board with an independent, certified audit of Concessionaire's revenue reports to Board. The audit shall be at Concessionaire's cost.

5.9.2 The audit must be specific to Concessionaire's operations at the Airport; an entity-wide audit report is unacceptable.

5.9.3 If Concessionaire fails to provide the audit to the Board, the Board will hire an independent auditor to conduct the audit and charge the cost of the audit plus and 10% administrative fee to Concessionaire.

5.9.4 If any audit shows that Concessionaire understated or underpaid its concession fees for the annual period involved, Concessionaire shall, within thirty (30) days notice of any such deficiency, pay to the Board the full amount underpaid, plus one and one-half

² 49 C.F.R. Part 18

percent (1.5%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid.

5.9.5 If any audit discloses overpayment of the percentage payments paid to the Board by Concessionaire, the Board shall refund the amount of overpayment to Concessionaire within thirty (30) days of said audit.

5.9.6 The audit requirement in this section may be satisfied by the City's annual audit, since Concessionaire's financial transactions are handled through the City Finance Department. Board reserves the right to request the City auditors to specifically sample Concessionaire's transactions as part of the City's annual audit. If any discrepancies are discovered, Board reserves the right to require Concessionaire to obtain an audit from an independent CPA as required in Section 5.9.1.

6 TERMINATION OF AGREEMENT

6.1 Termination by Board

Board may terminate Agreement if:

- 6.1.1 Concessionaire files a voluntary petition in bankruptcy;
- 6.1.2 Concessionaire is adjudicated bankrupt;
- 6.1.3 A court takes jurisdiction of Concessionaire and its assets under any federal-reorganization-act proceedings;
- 6.1.4 A receiver holds Concessionaire's assets;
- 6.1.5 Concessionaire voluntarily abandons its operations at Airport for 30 consecutive days or more, unless a labor strike or labor dispute interrupts Concessionaire's business;
- 6.1.6 Concessionaire makes any assignments for the benefit of its creditors;
- 6.1.7 The management, ownership, or operation of the Concessionaire changes to such an extent that, in the Board's sole and reasonable discretion, it cannot satisfactorily perform this Agreement.
- 6.1.8 Concessionaire fails to pay any fees owed under this Agreement when due, and fails to cure said default within a period of thirty (30) days following written notice of said default.
- 6.1.9 Concessionaire fails to perform any other covenant or obligation of this Agreement, and fails to cure said default within a period of thirty (30) days following written notice of said default.
- 6.1.10 Concessionaire undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement, and fails to cure said default within a period of ten (10) days following written notice of said default.

6.1.11 Board, in its discretion, determines that termination of this Agreement is in the best interests of the Airport.

6.2 Termination by Concessionaire

Concessionaire may terminate this Agreement if:

6.2.1 Concessionaire is not in default on any Agreement rent or fees, Board breaches Agreement, Concessionaire sends Board a written demand to correct the breach, and Board does not correct it within 60 days after Concessionaire sends the written demand;

6.2.2 Airport ceases to operate as an airport;

6.2.3 Concessionaire cannot use the Airport for more than 60 consecutive days due to war, earthquake, or other casualty; or,

6.2.4 Concessionaire cannot use the airport for more than 90 days because:

6.2.4.1 The United States stops furnishing a control tower, an instrument-landing system, other air navigational aids, or other like facilities;

6.2.4.2 The United States, or any authorized agency thereof, lawfully assumes operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Concessionaire from operating; or

6.2.4.3 The FAA, the Civil Aeronautics Board, or other governmental authority with jurisdiction over Concessionaire or Airport, prohibits Concessionaire operations at Airport when Concessionaire is not at fault. (Concessionaire's request to be decertified does not put Concessionaire at fault).

6.3 Remedies

If Concessionaire breaches this Agreement, Board may:

6.3.1 Sue for specific performance;

6.3.2 Sue for all damages incurred by the Board, including incidental damages, consequential damages and attorney's fees;

6.3.3 Use a portion of or all of the performance security as described in Section 7.

6.3.4 Terminate this Agreement by providing notice to Concessionaire. The termination may be effective immediately upon provision of said notice, unless otherwise required in Section 6.1 or otherwise stated in the notice.

6.3.5 Reenter and repossess the Assigned Advertising Space and remove Concessionaire and all of its personal property, with or without process of law, by using reasonable force, summary proceedings, ejectment, or any other means the Board, in its sole discretion, deems appropriate. Board shall not be deemed guilty of trespass, eviction, or forcible entry and detainer by so doing.

6.3.5.1 Concessionaire shall remain liable for the performance of this Agreement, including the payment of Concession fees. Concessionaire shall also be liable for all costs and expenses the Board incurs in re-letting or attempting to re-let the Assigned Advertising Space, including commission/broker fees and reasonable repair costs.

6.3.5.2 Board shall make a good-faith attempt to mitigate Concessionaire's damages by attempting to re-let the Assigned Advertising Space.

6.3.5.3 Board shall not be required to re-let all or any portion of the concession rights or Assigned Advertising Space to any party, or upon terms and conditions, which the Board, in its sole discretion, does not feel to be in the best interests of the Airport.

6.3.6 The Board may utilize any other remedy provided by law or equity as a result of Concessionaire's default(s).

6.3.7 These remedies shall be considered cumulative and not in the alternative.

6.4 Upon Termination:

6.4.1 All Concessionaire's rights under this Agreement terminate.

6.4.2 Concessionaire must return possession of Assigned Advertising Space to Board, in good condition (except for ordinary wear and tear, and damage by fire or other casualty).

6.4.3 If Concessionaire is current on Agreement rent and fees, Concessionaire may, at its expense, remove all personal property and trade fixtures from Assigned Advertising Space.

6.4.3.1 "Trade fixtures" are articles affixed to the Assigned Advertising Space by Concessionaire in order to pursue Concessionaire's business, such as facilitating the storage, handling, and display of concession items for sale to the public—including but not limited to booths, bars, display cases and lights. Trade fixtures may only be removed if they are removable without material damage to the Assigned Advertising Space.

6.4.3.2 Concessionaire shall be responsible for making repairs at its sole expense for any damage (other than from normal wear and tear) resulting from the removal by Concessionaire of its said furniture, trade fixtures, etc.

6.4.4 If Concessionaire fails to remove such property within 60 days after Agreement termination, Board may:

6.4.4.1 Assume ownership of Concessionaire's personal property; or

6.4.4.2 Charge Concessionaire for their removal and storage, plus a 10% administrative fee.

6.4.5 To the extent Concessionaire is delinquent on Agreement rent and fees, Board

shall have a lien on Concessionaire's trade fixtures and equipment and Concessionaire shall not remove them without Board's prior written approval.

7 PERFORMANCE SECURITY

7.1 Amount

Before Board will sign Agreement, Concessionaire must deposit with Board Performance Security in the amount of \$7,500.00.

7.2 Form

Concessionaire's Performance Security must be a letter of credit, security bond, cash, or certified funds. Board will hold it, or draw on it as necessary, to secure Concessionaire's faithful performance of its Agreement obligations.

7.3 Letter of Credit or Security Bond

7.3.1 The letter of credit or security bond must be irrevocable, be from a source and in a form acceptable to Board, be valid at least 3 months beyond Agreement term, automatically renew if Board and Concessionaire renew or extend Agreement, and not require Board to send any kind of pre-draft writing before Board can draw on it.

7.3.2 Board will send a draft to the letter or bond issuer or to its agent if Board must draw on the letter. Board will send a copy of the draft under this section to Concessionaire.

7.4 Cash or Certified Funds

7.4.1 As an alternative to a letter of credit, Concessionaire may deposit cash or certified funds with Board. Board may commingle the deposit with its general accounts.

7.4.2 Board will send Concessionaire notice when Board intends to apply the deposit in this section to any Agreement default at least 10 days before actually applying it. Once Agreement ends and Concessionaire vacates its Assigned Advertising Space, Board must return any unapplied deposit, without interest, to Concessionaire or Concessionaire's last assignee.

7.4.3 Upon Agreement termination, Board will return any unapplied portion of Concessionaire's deposit to Concessionaire or its successor.

7.5 Use of Performance Security

Board may apply Concessionaire's Performance Security funds without waiving any of its other legal rights or remedies. Concessionaire must restore its cash or certified funds to the \$7,500.00 level no later than 10 days after Board sends Concessionaire notice to do so.

8 IMPROVEMENTS OR ALTERATIONS

8.1 Condition of Leased Premises upon Execution of Agreement

8.1.1 Concessionaire will receive existing space in its then-current condition, "as

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is/where is.” Board shall provide finished floors, walls and ceilings. If Concessionaire wishes to install additional advertising displays, electrical and data service must be extended at Concessionaire’s cost.

8.1.2 Concessionaire will receive existing Digital Advertising Display System in its then-current condition, “as is/where is.”

8.1.2.1 After Concessionaire receives the Digital Advertising Display System, Board will maintain the Digital Advertising Display System in proper working order (replace/repair monitors, computers, etc. as needed).

8.1.2.2 If Concessionaire has a service request relating to the Digital Advertising Display System, they should contact Randy Riley at rriley@flyspringfield.com with a copy to Kent Boyd at kboyd@flyspringfield.com.

8.2 Removal/Demolition

Concessionaire shall not remove or demolish any improvements that already exist in the Assigned Advertising Space without the Board’s prior written consent. Board may require Concessionaire to make certain improvements to Assigned Advertising Space in exchange for such consent.

8.3 Concessionaire’ Option to Improve Assigned Advertising Space

Concessionaire may, at Concessionaire’s sole cost, install fixtures or otherwise improve the Assigned Advertising Space in order to accomplish its concession operations. All improvements will be subject to the approval of the Director of Aviation.

8.4 Bond Requirements for Construction of Improvements Estimated to Exceed \$25,000 in Cost

Concessionaire shall provide to Board:

8.4.1 A contract surety bond in a sum equal to the full amount of the construction contract award which guarantees the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Board against any losses and liability, damages, expenses, claims, and judgments caused by or resulting from any failure of Concessionaire to completely perform the work.

8.4.2 A payment bond with Concessionaire’s contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded. Such bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

8.4.3 Both bonds shall be drawn in a form substantially similar to the forms attached as **Exhibit D** (“Payment and Performance Bonds”) and from a company acceptable to the Board.

8.5 Submission of Plans and Specifications for Construction of Improvements

8.5.1 At least 15 days prior to any planned construction within the Assigned Advertising Space, Concessionaire shall submit detailed plans, specifications, and a construction time schedule for the improvements, to the Director for approval.

8.5.2 The Director shall either approve or disapprove the plans and/or specifications submitted by the Concessionaire. The Director reserves the right to reject any design submitted and shall state the reasons for such action. Approval by the Director of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the area assigned to the Concessionaire. Such approval shall not be deemed to constitute compliance with applicable laws or codes.

8.5.3 All permits must be obtained and paid for by Concessionaire prior to construction.

8.5.4 Board, acting through the Director, by approving such plans and specifications, assumes no liability or responsibility hereof or for defect in any structure or improvement constructed according to such plans and specifications.

8.5.5 No changes or alterations shall be made to said plans and specifications after approval by the Director, without further written approval from Director.

8.6 Notice to Proceed

Upon receipt of the written notice to proceed, Concessionaire shall begin construction and installation of the approved improvements, facilities, furnishings, and equipment in the Assigned Advertising Space and pursue the same to completion. However, any delay in construction due to fire, earthquake, wars, acts of the Board or one of the Board's contractors or other calamity beyond the control of Concessionaire shall extend the time within which such construction and installation shall be completed.

8.7 Project Schedule; Project Coordination

8.7.1 Concessionaire shall develop a project schedule for its improvements.

8.7.2 Based upon the schedule, Concessionaire's contractor will initiate work within two (2) working days of the schedule's published dates. If any activity falls behind schedule, the Concessionaire shall instruct its contractor to either schedule crews on an overtime basis or immediately increase the crew size to ensure that the activity can be completed by the scheduled date, both of which shall be initiated at no cost to the Board.

8.8 Board's Right to Inspect

Board shall have the right to inspect all construction work, workmanship, and material related to the construction or installation of Concessionaire's improvements. Such inspections shall not be deemed to constitute consent to or approval of any such work.

8.9 Documentation

Within thirty (30) days following the completion of any improvements made under this Section 9, Concessionaire shall provide the Board with:

8.9.1 An affidavit that the improvements have been constructed in accordance with the approved plans and specifications, and in strict compliance with all applicable building codes, laws, rules, ordinances, and regulations.

8.9.2 An affidavit from each potential claimant that that no mechanic's or materialman's liens exist on any of the improvements, equipment, furnishings, or fixtures.

8.9.3 One complete set of "as-built" drawings for the improvements.

8.10 Title to Improvements

8.10.1 Title to all permanent improvements, fixtures, alterations, or additions will vest in the Board upon termination or expiration of this agreement, free and clear on any liens or encumbrances whatsoever.

8.10.2 Title to all of the Concessionaire's personal property and trade fixtures shall at all times remain with the Concessionaire.

8.11 Unapproved Improvements

8.11.1 Improvements made without Director's approval as outlined in this Agreement are determined to be "unapproved improvements" constructed or installed in violation of the conditions, restrictions and requirements of this Agreement. Unapproved improvements shall be immediately removed at Concessionaire's sole expense. Portions of improvements that are not constructed as indicated and specified on approved plans are also determined to be unapproved improvements and shall be immediately removed or corrected at Concessionaire's sole expense.

8.11.2 If any construction, improvement, alteration, modification, addition, repair or replacement (collectively, an "Alteration") is made without the Director's prior written approval, then the Director may, in its sole and unfettered discretion, elect to take any one or more of the following actions:

8.11.2.1 Terminate this Agreement and retain any security deposit;

8.11.2.2 Refrain from any maintenance which would otherwise be the obligation of Director until such time as the assigned space is returned to its condition prior to the Alteration;

8.11.2.3 Require the Concessionaire to remove the Alteration and restore the assigned space to its original condition; and/or

8.11.2.4 Require the Concessionaire to change or modify the Alteration to the sole satisfaction of the Director.

8.12 Control of Contractors

8.12.1 Concessionaire's use of outside contractors or its employees for such work will be immediately discontinued if such work results in work stoppage, picketing or other disruption of passenger, airport, or tenant business.

9 BOARD'S RIGHTS

9.1 Airport Development

Board reserves the right to further develop, improve, repair, alter, and add to the Airport, including but not limited to all roadways, parking areas, terminal facilities, cargo buildings, landing areas, taxiways, and all public-owned air navigation facilities as it may reasonably see fit, regardless of the desires or views of Concessionaire, and without interferences or hindrance.

9.2 Airport Maintenance

Board reserves the right (but shall not be obligated to Concessionaire) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Concessionaire in this regard.

9.3 Aerial Approaches

Board reserves the right to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of Board would limit the usefulness of the Airport or constitute a hazard to aircraft.

9.4 Airport Rules and Regulations

Board is authorized the promulgate rules and regulations to govern the Airport. Board reserves the right to make reasonable modifications to its rules and regulations. Such modifications shall be binding on Concessionaire upon delivery of a copy of the modified rules and regulations to Concessionaire.

10 BOARD'S OBLIGATIONS

10.1 No Additional Charges

The Board shall not levy any additional charges for the rights and privileges granted under this Agreement during the term of the Agreement for the use of the Airport by Concessionaire, unless otherwise specifically provided for in this Agreement.

10.2 Quiet Enjoyment

Board will make every effort to ensure that Concessionaire quietly and peaceably enjoys the Assigned Advertising Space, rights, and privileges granted in this Agreement.

10.3 Maintenance and Operation of Terminal Building

Board shall provide adequate heat, air conditioning, water, electricity, sewerage facilities, roof and structural maintenance, illumination and janitorial service in the terminal building. Board shall keep the public areas of the terminal building in a neat, orderly, sanitary, and presentable condition and adequately supplied, equipped, furnished, and decorated.

10.4 Maintenance and Operation of Airfield

10.4.1 Board shall maintain and operate the Airport in a manner equal to or better than the highest standards or rating issued by the FAA for airports of similar size and character and in accordance with all FAA rules and regulations and any other governmental agency having jurisdiction thereof.

10.4.2 This Agreement does not require Board to enlarge the Airport or to make extensions or additions to the landing areas, runways, taxiways, or other appurtenances of the Airport. Board may abandon facilities which, in Board's sole discretion, are no longer reasonably justified for proper and adequate operation of the Airport, and which are not specifically leased to Concessionaire.

10.5 Governmental Facilities

Board is not required to furnish, maintain, or operate the control tower, instrument landing system, or other air navigational aids, which the Federal Government may furnish at the Airport, now or in the future.

10.6 Inspection

The Board and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Assigned Advertising Space for the following purposes:

10.6.1 To inspect the Assigned Advertising Space to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Concession Agreement.

10.6.2 To perform maintenance and make repairs in any case where Concessionaire is obligated but has failed to do so.

10.6.3 To perform any and all things which the Concessionaire is obligated to and has failed after reasonable notice so to do.

10.6.4 In the exercise of Board's police powers.

10.7 Utilities

10.7.1 Board shall provide finished floors, walls and ceilings in the Assigned Advertising Space. Concessionaire may use the electrical and data service to the existing Digital Advertising Display System and Litewall Units at no additional cost to Concessionaire. Concessionaire will be required to make all electrical/data service connections for any additional advertising installed in the Assigned Advertising Space. Data service shall be at Concessionaire's cost; all electrical service will be paid by Board.

10.7.2 The Board shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Concessionaire, at the Concessionaire's sole cost and expense, shall arrange for the extension of these utilities to

the Assigned Advertising Space as needed. Throughout the term of this agreement, the Concessionaire shall not render any utility lines inaccessible.

10.7.3 Concessionaire shall be responsible for the maintenance and repair of all utility lines it installs or arranges to have installed in its Assigned Advertising Space.

10.7.4 The Board reserves the right to install, maintain, repair, replace, or remove and replace any utility lines located on the Assigned Advertising Space as necessary or appropriate, along with the right to enter the Assigned Advertising Space at all reasonable time in order to accomplish the foregoing, provided, however, that the Board shall take reasonable precautions to avoid the disruption of the Concessionaire's authorized activity.

10.8 Maintenance

During the term of this agreement, the Board shall provide, at its expense:

10.8.1 Structural repairs to the roof, floor, exterior walls and windows of the Terminal Building.

10.8.2 General maintenance and upkeep of the Terminal Building's interior common use area and external area. The Board agrees to keep and maintain in reasonable condition all trunk water and sewer mains, supply mains, and electrical power to the Assigned Advertising Space.

10.8.3 General janitorial service in the Terminal Building.

10.8.4 Board shall not be liable for failure to make any repairs described in Section 10.8, unless the Concessionaire has provided written notice to Board requesting such repairs.

10.9 Improvements By The Board

The Board shall have the right to construct or install over, in, under, or through the Assigned Advertising Space new lines, pipes, mains, wires, conduits and equipment. Such repair, alteration, replacement, or construction shall not unreasonably interfere with Concessionaire's use of the Assigned Advertising Space. The Board will repair any damage resulting from such activities.

11 CASUALTY

11.1 Definitions

11.1.1 "Casualty" means fire, flood, earthquake, the elements, or other casualty not arising from the negligent or intentional acts or omissions of Concessionaire, its subcontractors, agents, employees, or invitees.

11.1.2 "Untenantable" means incapable of being occupied or operating a business in. Premises that are repaired after Casualty will be considered untenable until 30 days after the Board substantially completes the restoration of the Premises.

11.2 Abatement of Concession Fees

- 11.2.1 In the event of Casualty, Concessionaire's obligation to pay its monthly Percentage of Gross Receipts shall not abate.
- 11.2.2 In the event of Casualty, Concessionaire may petition the Board to reduce or abate its Minimum Annual Guarantee set forth in Section 5.1. Concessionaire must give written notice of its petition as required by this Agreement.
- 11.2.3 Factors the Board shall consider in evaluating Concessionaire's petition are:
 - 11.2.3.1 Local conditions specific to operations at Airport
 - 11.2.3.2 Overall passenger traffic and market conditions at the Airport
 - 11.2.3.3 Any reduction or abatement of the Minimum Annual Guarantee will remain in effect for such duration as determined by the Board.

11.3 Repair of Assigned Advertising Space

If Casualty renders the Premises completely untenable:

- 11.3.1 The Board is not obligated to repair or replace the Assigned Advertising Space.
- 11.3.2 If the Board decides not to repair or replace the Assigned Advertising Space, or to provide other reasonably similar facilities, then either Board or Concessionaire may terminate Agreement by providing written notice to the other party.
- 11.3.3 If the Board decides to repair or replace the Assigned Advertising Space, and the estimated time for the restoration of the Premises is more than 180 days after the date of the Casualty, Concessionaire may terminate this Agreement by the delivery of written notice to the Board within fifteen days following the date on which the Board notifies Concessionaire of the time-estimate for the restoration. The Board shall provide the time-estimate within 30 days following the date of the Casualty.

11.4 Limit of Board's Obligation to Repair

In the application of this Section 11, Board's obligations shall be limited to repair or reconstruction of the terminal building and Digital Advertising Display System to the condition and quality that existed prior to the Casualty. If Board makes such repairs, Concessionaire – at its sole cost – must replace its décor, furniture, equipment, and supplies to at least pre-Casualty levels.

11.5 Right to Recover Damages

Nothing contained herein shall be deemed to waive any right of Board to recover damages from the fault or negligence of Concessionaire, its subcontractors, employees, agents, passengers, guests, patrons, invitees, or licensees.

12 INDEMNITY

12.1 General

Lessee must defend, indemnify, reimburse, and save harmless Springfield and Board from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees, property damage, and personal injury, including death) arising out of or resulting from acts, errors, or omissions of Concessionaire, any sublessee of Concessionaire, or any person directly or indirectly employed by any of them, or by an act, error, or omission of any other person for whom Concessionaire or its sublessee may be liable.

12.2 Breach of Agreement

Concessionaire shall reimburse and hold harmless the Board for any costs or liabilities accruing to the Board resulting from a breach of the terms of this Agreement by the Concessionaire.

12.3 No Limit of Liability

The provisions of this Section do not reduce any additional right of indemnification that Board may otherwise have under statute, in law, or equity.

12.4 Survival

The provisions of this section survive the termination of this Agreement.

13 LIABILITY

13.1 Airport Operations

Springfield and Board are not liable to Concessionaire for any loss of revenue or property resulting from Board's acts, errors, or omissions in the maintenance, use, or operation of the Airport and its facilities.

13.2 Airport Maintenance

Springfield and Board are not liable to Concessionaire for loss of business or damages of any nature resulting from Board's acts, errors, or omissions in development, improvement, repair, or alteration of the Airport, including but not limited to roadways, parking areas, terminal facilities, landing areas, and taxiways.

13.3 Airport Tenants

Springfield and Board are not liable to Concessionaire for any acts, errors, or omissions of, or for any condition resulting from, the operations or activities of any airport lessee, tenant, or concessionaire, or their respective agents, servants, employees, or independent contractors.

13.4 Personal Property

Springfield and Board are not liable to Lessee for any loss of or damage to any personal property, fixture, or equipment installed, stored, or located on Airport.

13.5 Unavoidable Delay

Springfield and Board are not liable to Concessionaire for their failure to perform any obligation under this Agreement or for any delay in the performance thereof, nor must any such delay or failure be deemed a default by Springfield, Board, or Concessionaire when such failure or delay is occasioned by any cause beyond their respective reasonable control or jurisdiction.

13.6 Utilities

Springfield and Board are not liable to Concessionaire for any loss of or damage sustained by reason of any defect, deficiency, or impairment of the water supply, drainage, air conditioning, heating, gas supply, electrical apparatus, plumbing, or wires.

13.7 Civil Fine or Penalty

In the event that Board is subject to any civil fine or penalty or other monetary assessment by reason of Concessionaire's violation of any federal, state or local rules, regulations, or standards, as now or hereafter may be promulgated or enacted, the cost of such assessment must be borne by Concessionaire.

14 INSURANCE

14.1 General Commercial Liability Insurance

At all times during the term of this Agreement, Concessionaire agrees to carry and keep in force, at its expense, general commercial liability insurance, with a contractual liability endorsement, with single limit liability for personal injury or death and property damage on an "Occurrence Form Basis", arising from Concessionaire's use, occupancy, or maintenance of the Premises, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine Dollars and No Cents (\$2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three Dollars and No Cents (\$409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property.

14.1.1 If the Board's tort liability as a governmental entity³ is increased during the term of this Agreement, Board may require Concessionaire to provide additional insurance coverage to protect Board's interests. If the Board's current limitations upon tort liability are abolished entirely, Board may require Concessionaire to provide such coverage to protect the Board's interests as may be reasonable and prudent for the risks associated this Agreement.

14.2 Property and Casualty Insurance

Concessionaire shall maintain fire and extended insurance coverage on its improvements, personal property, and contents within the Premises.

14.3 Insurance Requirements

All insurance policies maintained pursuant to this section must:

14.3.1 Name Springfield, Board, and their officers and employees as additional insureds;

14.3.2 Be purchased from a financially sound and reputable company that is at least "A" rated by A.M. Best Company, or equivalent rating by another insurance rating company, and licensed and authorized to conduct business in the State of Missouri.

³ Section 537.600, RSMo., et seq.

14.3.3 Have coverage written on the broadest liability form that is customarily available at reasonable cost.

14.3.4 Provide that Board must be given thirty (30) days written notice of any cancellation, non-renewal, or alteration.

14.4 Certificates of Insurance

Before this Agreement is signed and during the term of the Agreement, Concessionaire shall furnish Board with a certificate of insurance as evidence of coverage which meets the requirements set forth in this section.

14.5 No Limitation of Liability

Concessionaire's liability is not limited by the insurance requirements set forth in this section.

15 NONDISCRIMINATION

15.1 Discrimination.

The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15.2 Economic

In performing services under this Agreement, Concessionaire must:

15.2.1 Furnish said services on a reasonable – and not unjustly discriminatory – basis to all users thereof, and

15.2.2 Charge reasonable – and not unjustly discriminatory – prices for its service.

15.2.3 Concessionaire is allowed to make reasonable and nondiscriminatory discounts,

rebates, or other similar types of price reductions to volume purchasers.

15.3 Affirmative Action Program

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The 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 subpart. The Concessionaire assures that it will require that its covered organizations provide assurances to the Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

15.4 Public Accommodation Laws

Concessionaire must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of American with Disabilities Act of 1990 and all regulations thereunder.

15.5 ACDBE Requirements

15.5.1 Concessionaire shall make good-faith efforts to meet the Airport's Airport Concession Disadvantaged Business Enterprise (ACDBE) goal for non-car rental concessions. The goal is currently set at 0%. The goal will be recalculated on September 30, 2012.

15.5.2 Concessionaire shall employ Good-Faith Efforts to carry out the Airport's ACDBE policy through its own participation (if Concessionaire is an ACDBE), award of subcontracts to disadvantaged business enterprises, and utilization of DBE/ACDBE suppliers, where feasible. Concessionaire is expected to solicit bids from available DBE/ACDBE subcontractors or suppliers.

15.5.3 Concessionaire shall submit periodic reports of subcontractor and/or supplier awards to ACDBE firms in such form and manner and at such times as the Board shall prescribe. Concessionaire shall provide access to books, records, and accounts to authorized officials of the Board, Board, state, and/or federal agencies for the purpose of verifying ACDBE participation and good-faith efforts to carry out the ACDBE Policy and Program. Concessionaire may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Concessionaire's good-faith efforts on future airport contracts.

15.5.4 Concessionaire shall maintain records showing:

15.5.4.1 All subcontract/supplier awards, specifically awards to DBE/ACDBE firms;

15.5.4.2 Specific efforts to identify and award such contracts to

DBE/ACDBEs; and

15.5.4.3 Submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.

15.5.5 The Board encourages Concessionaire to utilize currently approved and certified ACDBE firms on the contract for ACDBE goal achievement and credit purposes. The Missouri Department of Transportation (MODOT) has a Unified-Certification Program (UCP), which maintains a directory specifying whether a firm is DBE-certified under 49 C.F.R. Part 26 and ACDBE-certified under 49 C.F.R. Part 23. The Board has adopted the directory as its own. UCP revises the Directory every 2 weeks at http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

15.5.6 Concessionaire or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

15.5.6.1 Concessionaire shall include this clause in each subcontract it signs with a subcontractor.

16 NOTICE

16.1 Notice Requirements

Any Notice provided under this Agreement must be:

16.1.1 In writing; and,

16.1.2 Mailed by United States mail that is postage prepaid, and registered or certified; and,

16.1.3 Addressed as follows (or as the parties may designate to each other in writing):

BOARD
Director of Aviation
Springfield/Branson National Airport
2300 N. Airport Blvd., Suite 100
Springfield, MO 65802
(417) 868-0500

CONCESSIONAIRE
President/CEO
Springfield Convention and Visitor's Bureau
815 E. St. Louis St.
Springfield, MO 65806
(417) 881-5300

16.2 Date of Receipt

Notice will be deemed received on the third full day after mailing or on the day of receipt if hand delivered.

17 MISCELLANEOUS PROVISIONS

17.1 Right of Access, Ingress, and Egress

Board grants Concessionaire the rights of access, ingress, and egress to and from Assigned Advertising Space, in common with other users, pursuant to federal, state, local, and Board laws and regulations.

17.2 Employee-Only Parking Lot

Board grants Concessionaire and its employees the right to use the premises set forth in **Exhibit B** ("Employee-Only Auto Parking Lot Exhibit"), subject to Board's regulations and in common with other authorized users.

17.3 Conflicts of Interest

17.3.1 Salaried officers or employees of Springfield, members of Springfield Board Council, and members of Airport Board are prohibited from having a financial interest, direct or indirect, in any agreement with the Board, including this Agreement.

17.3.2 Concessionaire is prohibited from having a financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Concessionaire further covenants that in the performance of this contract no person having such interest such be employed.

17.4 Security Requirements

Concessionaire shall comply with all current and future security regulations and requirements as may be promulgated by the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), the Board or any other governmental unit with jurisdiction.

17.5 Assignment and Subletting

Concessionaire may not sublet or assign any part of this Agreement or the Assigned Advertising Space without Board's prior written consent, unless the assignment is to a person, firm, or corporation:

17.5.1 That Concessionaire has merged or consolidated with; or

17.5.2 That succeeds to Concessionaire's business.

17.6 War or National Emergency

During a time of war or national emergency, Airport may enter into an agreement with the United States that suspends Agreement in whole or in part.

17.7 Director of Aviation

The Director must be considered the agent and representative of Board with respect to all notices, approvals, and matters contained in this Agreement. Director's authority to act for and on behalf of Board in all matters under this Agreement must not be questioned by Concessionaire.

17.8 Subordination

Agreement is subordinate to any existing or future agreements between Board and the United States, or any U.S. agency, relative to Airport operation, development, or maintenance, if the United States:

17.8.1 Will grant Board funds for airport development only on the condition that Board executes those agreements; and,

17.8.2 Generally requires other civil airports that receive Federal funds to execute like agreements.

17.9 Time

Time is of the essence of this Agreement.

17.10 Choice of Law

This Agreement and every question arising herein must be construed or determined according to the laws of the State of Missouri.

17.11 Venue

For any legal proceeding under this Agreement, venue will lie only in Greene County, Missouri.

17.12 Legal Expenses

If either party pursues legal action on Agreement, Board may recover the following if Board is the prevailing party:

17.12.1 Interest;

17.12.2 Reasonable attorney's fees,

17.12.3 Court costs; and,

17.12.4 Litigation expenses, including expert witness fees and expenses.

17.13 Independent Contractor

Concessionaire is an independent contractor. There is no joint-venture, partnership, principal-agent, employee-employer, or like relationship between Concessionaire and Springfield.

17.14 Exempt Facility Bond Election

Concessionaire makes an irrevocable election binding on it and all its successors-in-interest under Agreement not to claim depreciation or an investment credit with respect to the Assigned Advertising Space.

17.15 Taxes

Concessionaire is responsible for timely payment of all lawful taxes and assessments which may be levied or charged by the state, county, or other tax-levying body.

17.16 Bankruptcy Filing

In the event of a bankruptcy filing by or on behalf of Concessionaire as debtor, this Agreement shall be construed to be a nonresidential lease of real property subject to treatment in accordance with 11 U.S.C. § 365(d).

17.17 Severability

In the event a court of competent jurisdiction holds invalid any part of this Agreement, that part of the Agreement will be severed from the Agreement and the parties will remain bound to their respective rights and obligations under the valid portion of the Agreement.

17.18 No Waiver

If a party forgives an Agreement default, that party can still enforce any subsequent Agreement default.

17.19 Reasonable Consent

Wherever approval, consent, or other actions are required of Board or the Director under this Agreement, the same shall not be unreasonably withheld, delayed or performed.

17.20 Successors

This Agreement must bind and inure to the benefit of any assigns or successors of Board and any assigns, subcontractors, or successors of Concessionaire.

17.21 Entire Agreement

Agreement contains the parties' entire agreement. Nothing outside Agreement can change it except a written amendment signed by both parties.

17.22 Headings

Headings are inserted only for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

IN WITNESS WHEREOF, Board and Concessionaire have executed this Agreement as of the day and year written below.

BOARD

By:

John Whittington
John Whittington, Chairman

Date: 2/19/15

Approved as to form:

Joy Latimer
Joy Latimer, Assistant City Attorney

Date:

Attest: Thomas M. Babik
Tom Babik, Secretary

Date: 2/19/15

CONCESSIONAIRE

By: Tracy Kimberlin
Tracy Kimberlin, President & CEO

Date: 2/27/15

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance

EXHIBIT A

- 2 interactive touch displays
- 4 baggage carousel displays, all 4 show the same advertising
- 4 baggage carousel displays, all 4 show the same advertising
- 1 stand alone display
- 2 meeter/greeter displays, both show the same advertising
- 2 meeter/greeter displays, both show the same advertising
- 2 security check point displays, both show the same advertising
- 2 litewall units
- Bass Pro boat

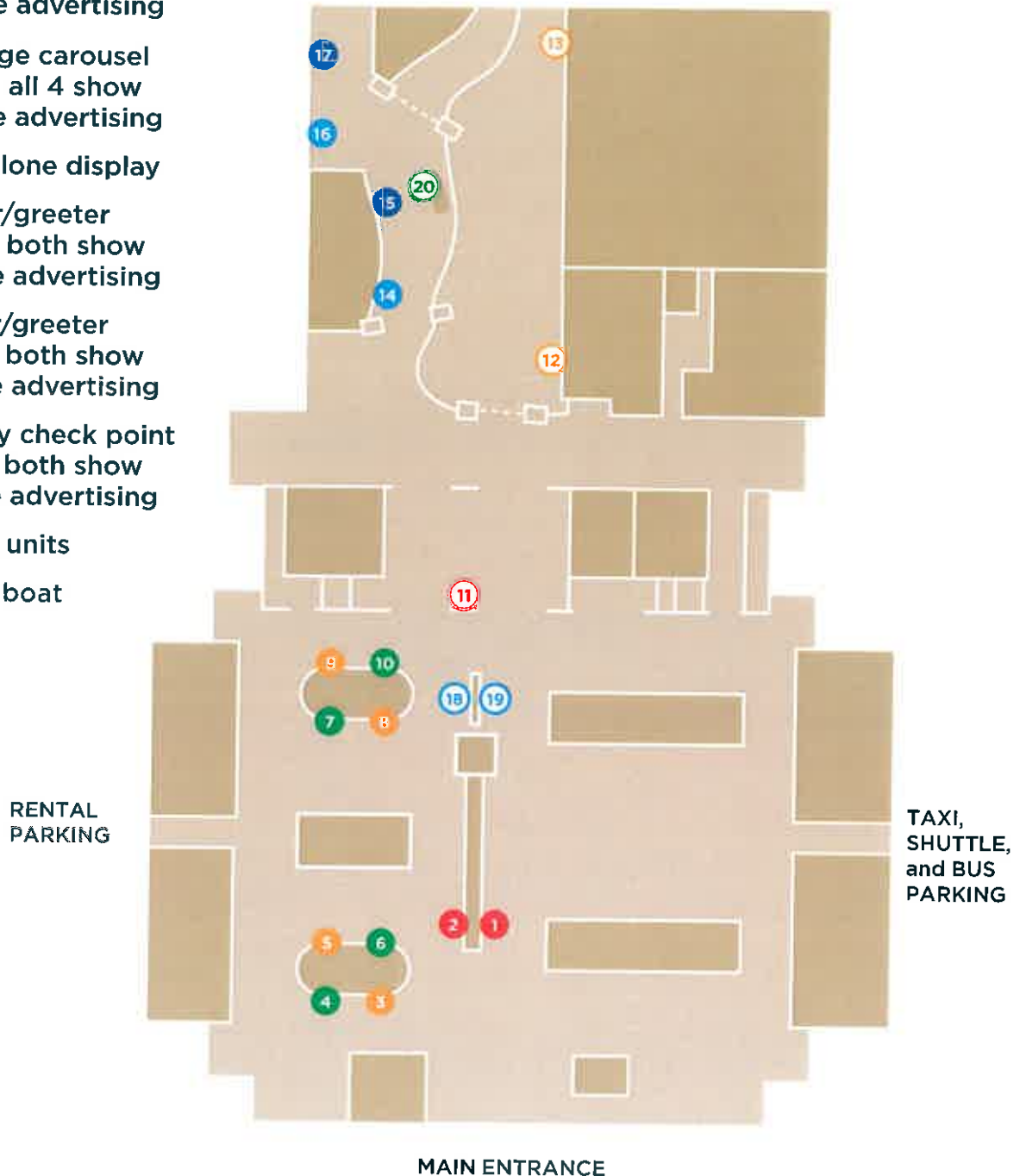


Exhibit B



Exhibit B
EMPLOYEE PARKING

Exhibit C



Morrow Technologies Corporation
12000 28th St. N., St. Petersburg, FL 33718
Phone 727-531-4000 Fax 727-531-3531
sales1@janusdisplays.com

PROPOSAL & AGREEMENT TO PURCHASE

Quote To:

City of Springfield
Jason L. Finke
218 E. Central
Springfield MO 65802

Ship To:

City of Springfield
Jason L. Finke
218 E. Central
Springfield MO 65802

Proposal prices valid for 30 days.

Quote # AAAQ12548

Date 02/18/10

Sales Rep. Michael Harman

Phone: 417-864-1624 Fax: 417-864-1927

| Qty | Description | Unit Price | Ext. Price |
|-----|--|------------|-------------|
| | JANUS Interactive Signage System | | |
| | Interactive Touch-Screen Displays | | |
| 2 | 32" JANUS TOUCH SCREEN LCD Main Directory Display package includes: * 100 hours testing * Full 3 year warranty * Custom Engineered Mounting Hardware | \$3,288.55 | \$6,577.10 |
| 1 | Janus Multimedia Controller (JMC-104b) Capable of Split Screen, Web Content, Ticker Text, RSS Feeds, Macromedia Flash & much more. Options: Plays audio associated with video, or embedded in presentation. Capable of playing streaming video with optional JANUS Video Server. Price includes: * 100 hours testing * Full 1 year warranty * Project Management * Custom Engineered Mounting Hardware | \$1,946.75 | \$1,946.75 |
| 1 | Video Splitter Hardware for JMC-104 (1-Controller-to-2-Room-Displays splitter) | \$768.75 | \$768.75 |
| | Main Directory Displays | | |
| 16 | 52" JANUS LCD Main Directory Display package including: * 100 hours testing * Full 3 year warranty | \$3,248.53 | \$51,976.48 |
| 7 | Janus Multimedia Controller (JMC-104b) Capable of Split Screen, Web Content, Ticker Text, RSS Feeds, Macromedia Flash & much more. Options: Plays audio associated with video, or embedded in presentation. Capable of playing streaming video with optional JANUS Video Server. Price includes: * 100 hours testing * Full 1 year warranty * Project Management * Custom Engineered Mounting Hardware | \$1,946.75 | \$13,627.25 |
| 3 | Video Splitter Hardware for JMC-104 (1-Controller-to-2-Room-Displays splitter) | \$768.75 | \$2,306.25 |
| 2 | Video Splitter Hardware for JMC-104 (1-Controller-to-4-Room-Displays splitter) | \$1,196.25 | \$2,392.50 |
| 3 | Premier EMC-3763S Ceiling Tilting Mount Brackets | \$411.18 | \$1,233.54 |
| 12 | Premier CTM-MS2 Tilting Wall Mount Brackets | \$244.75 | \$2,937.00 |

JANUS VIZIA Software

| Qty | Description | Unit Price | Ext. Price |
|-----|---|-------------|---------------------|
| 1 | JANUS Vizia 3.1 Software Unlimited (to govern, schedule & create presentation content for event and non-event information.) Unlimited User Licenses. | \$10,680.00 | \$10,680.00 |
| 1 | JANUS Function Book Interface | \$0.00 | \$0.00 |
| 8 | JANUS Software License Fee for Controlers | \$500.00 | \$4,000.00 |
| | Touchscreen Mapping Custom Design | | |
| 1 | Touchscreen Mapping - Level 1 Interactive Touch Screen Map - Dimensional map used for an Interactive Touch Screen. Displays both visual and written directions when a room is selected by the user. | \$2,218.50 | \$2,218.50 |
| 1 | Touchscreen Mapping - Level 1 (additional screens) | \$306.00 | \$306.00 |
| | Configuration and Training | | |
| 4 | Configuration & Training (On-Site) (Note: Does not include lodging, flights, meals or other travel expenses) All travel expenses will be billed separately from this configuration and training fee. | \$886.55 | \$3,546.20 |
| | 10.9% GSA discount has been applied to all above line items. | | |
| | Shipping | | |
| 1 | Shipping and Crate To be Determined (invoiced separately) | \$0.00 | \$0.00 |
| | Total | | \$104,516.32 |

SYSTEM OPTIONS FOR JANUS DISPLAYS:

JANUS SERVER PC: Includes all hardware & software needed for the central computer of any JANUS networked system. This option may also be provided by the end-user. Call for details.

INTERFACE TO APPROVED FUNCTION BOOK OR EMS SYSTEM: Operates the JANUS Display System with no operator intervention. Call for details.

INTERFACE TO IN-HOUSE GUEST ROOM TV CHANNEL: Allows events information to be displayed on TVs in guest rooms. Call for details.

DECORATIVE FRAME: Please indicate frame finish _____. Additional charges may apply for special order materials, moldings and finishes. Call for details.

LCD DISPLAY OPTION: Portrait or Landscape orientation. Orientation does not affect price.

Portrait _____ Landscape _____

CONFIGURATION AND TRAINING

Quote#AAAQ12548

On-site configuration and training, if purchased, will consist of connecting the display unit(s) to the existing, installed network, configuration of software, overall system check-out, operator training and travel by Morrow's technician(s). The Client will complete installation of the CAT5 or CAT6 cable, 120 VAC services, and display mounting hardware according to Morrow's instructions prior to the arrival of Morrow technician(s) and the client will provide all lodging, meals and travel expenses for Morrow personnel.

LIMITED WARRANTY

Each component of the JANUS system is guaranteed against defects in material and workmanship for a period of one year from the shipment date provided the system is paid in full and the customer's account is current. Liability under this warranty is limited to repair, adjustment, or replacement, at Morrow's option, of any defective components returned to Morrow's facilities. LCD and Plasma displays are covered solely by the manufacturer's warranty, which will be provided separately with the product.

This warranty does not cover loss or damage which is due to (1) misuse, neglect, or any cause other than ordinary commercial application or (2) adjustment, repair, or modification by other than Morrow authorized personnel or (3) excessive or inadequate heating or air conditioning and electrical power failures, surges, or other irregularities.

The foregoing limited warranty is in lieu of all other warranties, whether oral, written, express, implied, or statutory. Implied warranties of merchantability and fitness for a particular purpose do not apply. Morrow's warranty and obligations and the buyer's remedies hereunder are solely and exclusively as stated herein. Morrow's liability, whether based on contract, tort, warranty, strict liability, or any other theory, shall not exceed the price of the individual unit whose defect or damage is the basis of the claim. In no event shall Morrow be liable for any loss of profit, loss of use of facilities or equipment, or other indirect, incidental, or consequential damages.

TERMS AND CONDITIONS

1. The quoted prices are net payable in US \$\$ and do not include applicable taxes, if any. Any applicable customs or broker's fees, local taxes, withholding or otherwise, are the responsibility of the client/purchaser to pay and are non-deductible from payments made to Morrow.
2. All prices are FOB origin. Freight and crating charges will be added to your final invoice. (pre-pay & add). Delivery is typically 90 to 120 days after receipt of
3. The Client grants to Morrow Technologies a security interest in the equipment pending full payment of the purchase price, including any installation and expenses. This security interest shall be governed by the Uniform Commercial Code. Should the Client default in the payment of invoices under this purchase agreement, Morrow Technologies shall have the right, in addition to all other rights and remedies, to deactivate the system, revoke the client's software license and/or repossess the equipment after (10) days prior written notice.

Morrow Technologies Corporation

City of Springfield

Authorized Signature _____

Authorized Signature _____

Print Name / Title _____

Date: _____

Date: _____

VIZIA 3.1



Software that will Change How You See Signage

VIZIA is JANUS Displays' revolutionary digital signage content design and management software.

Created with the novice level user in mind, **VIZIA** has an intuitive user interface which makes creating and scheduling digital content a task everyone will want to work on.

Turn your staff into a design team by using scrolling text, streaming video, photos and more to create your digital content. Grid lines and the live design feature make designing content effortless, and a text box editor with spell check ensures you will be proud of your work!

Use flash animations or video to bring your displays to life. Advertise your property's newest restaurant or renovated spa with digital graphics that will certainly catch your audience's attention and motivate them to make a reservation.



Atlantis Casino Resort Spa, Reno, NV

To help guarantee your displays always look fantastic, **VIZIA** is pre-loaded with 20 slides customized to your property's branding. The software also includes a selection of templates that have different layouts, colors and themes for you to choose from.

Are you considering using your digital displays for event directories? **VIZIA** interfaces with a variety of function book programs to create a seamless system that updates your event schedule automatically. Your staff will no longer spend hours printing and posting signs every day.

But, our digital signage software is not just a design program. **VIZIA** makes scheduling content as easy as clicking your mouse. Quickly make changes to your presentation schedule, instantly view scheduling conflicts, and watch what is playing on your displays ALL without leaving your desk.

VIZIA is the most user-friendly and advanced digital signage software available today!

JANUS[®]

DISPLAYS

ONE SYSTEM.
ENDLESS POSSIBILITIES.

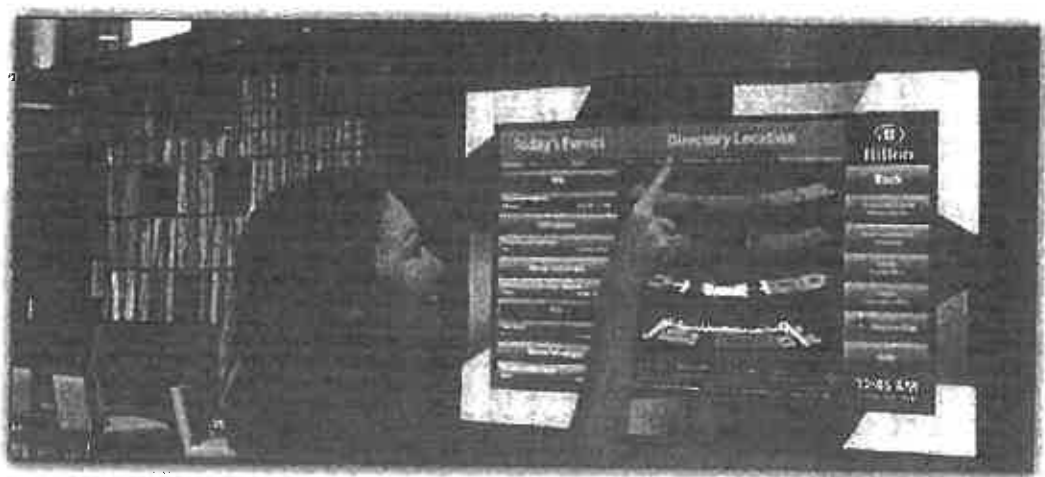
JANUS Displays is a product of
Morrow Technologies Corporation

12000 26th Street North
St. Petersburg, FL 33716

727-531-4000 phone
727-531-4026 fax

www.janusdisplays.com

JANUS Interactive Touch Screen



Touch Screens by JANUS Displays - Technology Everyone Wants to Get Their Hands On.

JANUS Interactive Touch Screen Custom Development Options

The JANUS Interactive Touch Screen is an engaging application developed and customized to match each client's property and branding needs. It helps you effectively communicate with your guests without adding extra staff. Wayfinding, advertising, concierge services and more, are all possibilities with an Interactive Touch Screen. Because JANUS Displays has the best product developers in the digital signage industry, we are able to customize the solution to meet the needs of any property. So, if you can dream it, we can build it.

Available Options

Dynamic Mapping

Help ease wayfinding at your property by utilizing our dynamic mapping feature. Guests and meeting planners will enjoy using your touch screen to locate their function rooms. When a guest selects an event (imported from the event management system) or destination, instantly, a personalized map leading to the selected location is displayed on the screen. Text directions and event details are also shown. Guests have the option of locating their event, group, or room name by using the on-screen keyboard or scrolling through an event list. Both options expedite how fast guests can locate their meeting rooms and reduces the amount of time your employees spend giving directions.

JANUS Interactive Touch Screen



Flight Status

Don't make guests wait for your static boards to cycle through to display their flight information. With the JANUS flight status feature, guests can immediately find arriving and departing flights and view their current status. Guests can sort flights by destination city or airline and have the choice of using an on-screen keyboard or scrolling through a list. When guests see a delay, they are more likely to stay on your property, creating a vehicle to keep guests' dollars in-house. This option is available for all major US airports.

Restaurant Information

Keep guests at your property for dinner by using our Restaurant Information Feature. Guests can instantly view detailed information about your property's featured restaurants and establishments. With the JANUS Interactive Touch Screen, let your guests browse restaurant descriptions, menus and hours of operation. Once they decide where to dine for the evening, the touch screen can generate a map to the restaurant.

Feature Options

Updatable Restaurant Menu

Does your restaurant menu change frequently to include seasonal ingredients? Add the Updatable Menu Feature and give your administrator the ability to change menu text and prices from a web browser.

Amenity or Retail Advertising

Have a world class spa, state of the art fitness center or the best golf course in the world at your property? Let all of your guests know by advertising them on your JANUS Interactive Touch Screen.

Video Playback

Excite your guests with more than static images and use videos or virtual tours in your advertising. With the Video Playback Feature, any pre-recorded video can be integrated into the touch screen. Videos can play automatically, on a schedule or triggered by a guest.

3D Photo Wall

The 3D Photo Wall is a fun, interactive photo slide show. Guests can rotate the photo wall and touch pictures to view them. Use this feature to display pictures of a company's welcome reception, the wedding party at your property all weekend or turn it into a virtual concierge and show pictures of local attractions.

Feature Options

Updatable Picture Set

Think you will be updating the pictures often? JANUS Displays can provide a web application to allow your administrator the ability to change the images used in the 3D Photo Wall.

Touch Screen Template Samples



Las Vegas McCarran International Airport

ARRIVALS DEPARTURES
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
AIRLINE CITY

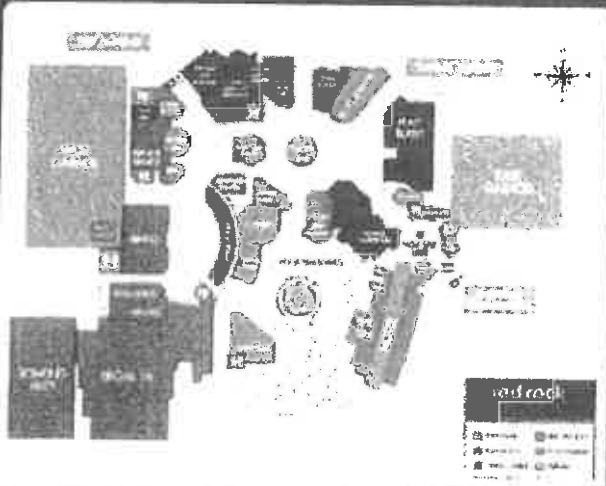
| DESTINATION | AIRLINE | FLIGHT | GATE | SCHEDULED | INFO |
|-------------|-------------------|--------|------|-----------|------|
| ALBANY | | 4544 | | 12:30 PM | |
| ALBANY | | 4526 | 53 | 12:30 PM | |
| ALBANY | AMERICAN AIRLINES | 4290 | 53 | 12:30 PM | |
| ALBANY | AMERICAN AIRLINES | 4046 | 03 | 12:30 PM | |
| ALBANY | UNITED AIRLINES | 440 | 730 | 01:52 PM | |
| ALBANY | UNIT AIRWAYS | 4730 | 09 | 01:52 PM | |
| ALBANY | UNIT AIRWAYS | 4730 | 09 | 01:52 PM | |
| ALBANY | UNIT AIRWAYS | 4730 | 09 | 01:52 PM | |
| ALBANY | UNIT AIRWAYS | 4730 | 09 | 01:52 PM | |

HOME
BROWSE AND LOCATE RESTAURANT
BROWSE AND LOCATE BAR
LOCATE SPA & POOL
LOCATE MOVIE THEATRE & SHOWS AREA
FLIGHT STATUS
HELP
2:00 PM

Today's Events

WELCOME TO RED ROCK

EVENT GROUP ROOM
ROOM #111 ROOM #112 RESTAURANT BAR SCREENING



HOME
BROWSE AND LOCATE RESTAURANT
BROWSE AND LOCATE BAR
LOCATE SPA & POOL
LOCATE MOVIE THEATRE & SHOWS AREA
FLIGHT STATUS
HELP
8:49 AM

Touch **ROOM** in the upper left to Search by Room Name

Exhibit D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of _____ Dollars (_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20____, enter into a contract with the City of Springfield, Missouri, for:

DESCRIPTION OF JOB PER IFB #

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Springfield, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

Exhibit D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of _____ Dollars (_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Springfield, Missouri, for:

DESCRIPTION OF JOB PER IFB #

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Springfield, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____