

ADVERTISING LICENSE AGREEMENT

This Advertising License Agreement (“License”) is made and entered into as of this ___ day of _____, 202_, by and between:

The AUTHORITY:

Name: GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

Address: 2828 Walker Field Drive, Suite 301
GRAND JUNCTION, CO 81506

And the COMPANY:

Name:
Address:

WITNESSETH:

THAT, WHEREAS, the Grand Junction Regional Airport Authority (the “Authority”) owns and operates the Grand Junction Regional Airport (the “Airport”) for the use and benefit of the public; and

WHEREAS, the Authority has within the passenger terminal at the Airport (the “Terminal”), a non-public forum under law, a network of digital displays suitable for advertising; and

WHEREAS, the Authority wishes to make such displays available for commercial advertising and limited non-commercial advertising; and

WHEREAS, Company has requested the use of one or more of the digital displays for advertising.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Licensed Area.** The Licensed Area consists of the digital displays identified and depicted in the attached Exhibit A. The digital displays are, and shall remain, the property of the Authority. The Authority reserves the right to relocate one or more of the digital displays as deemed necessary in the interests of the Airport.
2. **License Granted.** The Authority hereby grants to Company a non-exclusive license to place advertising within the Licensed Area.

3. **Permitted Uses.** Company shall use the Licensed Area solely for the purpose of placing and maintaining advertising consistent with the standards for audio, rotation, and similar and related matters set forth in the Authority's *Advertising Information Kit* in the attached Exhibit B. Upon Company's request, the Company may substitute its advertising no more frequently than every three (3) months.
4. **Permitted and Prohibited Content.** Company shall seek and obtain pre-approval from the Airport Director, or her designee, for all copy and content of advertising to be placed in the Licensed Area. Content must conform with the Authority's advertising guidelines, currently included in the *Policy on Non-Commercial Use of Grand Junction Regional Airport*, available on the Airport website, and as may be superseded or amended during the term of this License.
5. **Operation and Maintenance of Licensed Area.** The Authority shall be and remain responsible for the operation, maintenance and repair of the Licensed Area. Authority assumes no liability for lost revenue or profits or other damages, however calculated, if the Authority is unable, for any reason, to display Company's advertising within the Licensed Area.
6. **Term.** The term of this License shall commence on the date first written above and shall automatically continue on a month-to-month basis until May 31, 202_, unless sooner terminated pursuant to Section 7 or Section 8.
7. **Termination.** Either party may terminate this License by providing at least fourteen (14) days' written notice of termination to the other party. If the fourteenth day after notice of termination is provided falls in the following month, the License shall terminate at the end of that month. By way of example, if notice of termination is provided on October 23rd, the License shall terminate on November 30th.
8. **Fees.**
 - a. Amount of Fee. In return for the License granted hereunder, Company agrees to pay the Authority six hundred dollars (\$600.00) per month.
 - b. Timing of Payment. Company shall pay the Authority by the first (1st) day of each month. The first month's payment may be prorated in the event that the term begins after the first (1st) day of the month.
 - c. Unpaid Fees. If all sums Company is to pay the Authority under this License are not paid within thirty (30) days of the date when due, this License shall immediately terminate. Any subsequent request from Company to enter into a new Advertising License Agreement with the Authority shall be contingent upon settlement of Company's unpaid balance.

d. Manner of Payment. Payments will be made at the Office of the Executive Director, Grand Junction Regional Airport Authority, 2828 Walker Field Dr, Suite 301 Grand Junction, Colorado 81506 and will be made by check, Automated Clearing House or wire transfer.

9. **Indemnification.** Company shall indemnify and hold harmless the Authority and its respective commissioners, officers, directors and employees from and against all claims, damages, expenses, or losses for injury to or death of any person or loss or damage to any property arising out of or incident to Company's use or occupancy of the Licensed Area and caused by the acts or omissions of Company's officers, agents, employees, contractors, subcontractors or vendors.

10. **Assignment.** This License is neither assignable nor transferable.

11. **Governing Law.** This License shall be deemed to have been made in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado, notwithstanding the applicable choice of laws provisions or the place of execution hereof, nor the performance of the acts in connection herewith or hereunder occurring in any other jurisdiction. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado.

12. **Entire Agreement.** This License and the exhibits attached hereto or referred to herein shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the execution hereof shall not be binding upon either party except to the extent incorporated in this License. Any modification of this License or additional obligations assumed by either party in connection with this License shall be binding only if evidenced in a writing signed by each party.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this License as of the day and year first above written.

AUTHORITY:

By: _____
Name: _____
Its: _____

COMPANY:

By: _____
Name: _____
Its: _____