

TERMS & CONDITIONS

1. **Advertising Space:** The LNAA hereby grants to Advertiser a license to use the advertising space at Lehigh Valley International Airport (“Airport”) as identified in this Agreement (“the Licensed Space”). LNAA reserves the right to assign Advertiser a different Licensed Space as necessary to accommodate Airport terminal or related facilities construction or other Airport-related requirements. Any such relocation shall be at the LNAA’s sole direction.
2. **Term:** The term of this Agreement is identified on Page 1 of this Agreement (“Initial Term”). The Agreement will automatically renew for a period of 12 months (“Renewal Term”) upon the expiration of the Initial Term, and each Renewal Term thereafter. During any Renewal Term, this Agreement may be terminated by either party with 60 days’ written notice prior to the end of the Renewal Term then in effect.
3. **Fees:** Advertiser/Agency shall pay the monthly license fee (“Fee”), which is due the first day of the month after the date of billing. A 5% discount will be given if the Advertiser/Agency signs a two-year contract and a 10% discount will be given if the Advertiser/Agency signs a contract for three or more years. Except as provided in this Agreement, nothing shall relieve Advertiser/Agency from its obligations hereunder to pay the Fee, or entitle Advertiser/Agency to an abatement or offset of the Fee, whether such event or circumstance is foreseen or unforeseen, and however extraordinary,; and Advertiser/Agency waives any rights now or hereafter available at law or in equity to any abatement, diminution, reduction, offset, or suspension of the Fee for any reason. The Fee is for use of Licensed Space only, and do not include cost of designing, producing, delivering, installing and uninstalling of material
4. **Sales Tax:** Advertiser/Agency shall pay 6% Pennsylvania state tax on the Fee, and all production and removal fees. If Advertiser is tax exempt, a valid tax-exempt form is required.
5. **Late Payment Finance Charges:** If any payment required hereunder by Advertiser/Agency is not made within thirty (30) days of the invoice due date, Advertiser/Agency shall pay monthly finance charges on the unpaid amount of one-and-one-half percent (1.5%) per month until paid in full. If any check tendered by Advertiser/Agency in payment of fees or charges under this Agreement is not paid upon presentment by Advertiser/Agency’s bank, the LNAA may, upon written notice to Advertiser/Agency, require all future payment to be made by certified check, money order or other means to ensure payment of good funds. A penalty of forty dollars (\$40) will be assessed for returned check.
6. **Assignment:** Advertiser/Agency may not assign any interest in the Licensed Space or this Agreement without the express written permission of the LNAA. LNAA may assign its obligations under this Agreement without Advertiser’s permission.

7. **Display Content and Approval:** All advertisements, including the text, content and graphics, shall be approved by the LNAA prior to installation, placement, or erection of the advertisement in the Licensed Space. Advertisements shall not contain material which the LNAA deems inappropriate, immoral, offensive or objectionable. Political and religious messages are not allowed. Any additional electrical installation required for the advertisement shall be approved by the LNAA and coordinated with LNAA personnel. Advertiser/Agency warrants that the advertisement does not contain any material that shall infringe or violate any copyright, trademark or any other personal or proprietary right of any person/entity or render the LNAA liable to any claims or proceedings whatsoever. The advertisement must comply with all federal, state and local laws and regulations.
8. **Display Material, Installation and Uninstallation:** Advertiser/Agency will be responsible for preparation and delivery of display material to designated LNAA production company at the required minimum time communicated by the LNAA before the date of commencement of Agreement or desired date of change. Advertiser/Agency is responsible for all production costs. Production costs are not included in license fees. If Advertiser/Agency's materials are not received by the required date, the LNAA is authorized at its sole option to leave vacant or use substitute display material in Licensed Space until Advertiser/Agency materials are received and installed, subject to the Fee and without any abatement or credit due to Advertiser/Agency. Advertiser/Agency will be responsible for all costs incurred by LNAA or its designation production company for removal of all advertising or display material immediately after the termination of this Agreement, and for restoration of the Licensed Space to the condition that existed immediately prior to Advertiser's advertisements or displays erected under the terms of this Agreement. Advertiser/Agency is responsible for all removal/uninstallation costs, which costs are not included in the Fee.
9. **Equipment and Maintenance:** Kiosks, vitrines and monitors and the like are the property of the LNAA unless otherwise noted in this Agreement. Routine cleaning and maintenance of displays shall be provided by the LNAA as part of the Fee. Advertiser/Agency shall supply replacements for any damaged or defaced display materials, as determined or discovered by LNAA during routine maintenance efforts, and shall be responsible for any costs incurred for the installation/uninstallation of any defective materials. Advertiser shall not have an affirmative duty to monitor the appearance of its advertisements of displays.
10. **LNAA Not Liable for Damage:** The LNAA shall not be liable to Advertiser/Agency for any damage either to person or property, sustained by Advertiser/Agency or by other persons, due to the LNAA or any Airport improvements or any parts thereof, or due to the happening of any accident in or about the Airport, or due to any act or neglect of any lessee or occupant of the Airport, or of any other person. Without limiting the generality of the foregoing, the LNAA shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents or licensees of LNAA, unless the damage is proved to be the result of the willful misconduct of the LNAA.
11. **Indemnification:** Advertiser/Agency shall indemnify, defend (at Advertiser/Agency's sole expense) and hold harmless the LNAA, its board members, employees, agents, successors

and assigns (“Indemnified Parties”), from and against any and all claims, demands, damages, actions, causes of action, suits, losses, obligations, judgments and any liabilities, costs and expenses (including attorneys’ fees) which arise or are in any way connected with the Advertiser/Agency’s activities, items or advertisements displayed, or services provided under this Agreement, including but not limited to claims or allegations that Advertiser/Agency’s activities, items or advertisements infringe upon or violate the copyright, trademark or any other personal or proprietary rights of another person/entity.

12. **Joint and Several Liability:** Where the term Advertiser includes the advertiser and its agency, each shall be jointly and severally liable for the performance of the Advertiser’s obligations under this Agreement and under this Section 13.

13. **Default:** In the event of a default by Advertiser/Agency in the performance of any covenant, term, condition or obligation in this Agreement, or violation of any term of this Agreement, and such default is not corrected within fifteen (15) days after written notice to Advertiser/Agency by the LNAA, the LNAA may pursue any and all legal remedies available, including, but not limited to, collections actions and immediate termination of this Agreement. Advertiser/Agency shall pay all costs incurred by LNAA in enforcing the terms of this Agreement, including, but not limited to, attorneys’ fees and costs. Upon termination of this Agreement by LNAA due to any default by Advertiser, Advertiser shall immediately pay entire remaining amount of the Fee to LNAA.

14. **Termination:** The LNAA may terminate this Agreement at will, with or without cause, at any time, upon thirty (30) days written notice of termination from the LNAA to the Advertiser/Agency. In the event the LNAA terminates this Agreement, Advertiser/Agency shall pay the monthly license fee, prorated through the day of termination, within thirty (30) days after the date of billing. This Agreement is non-cancelable by Advertiser, except as provided in Section 2 of this Agreement.

15. **Notices:** All notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:

LNAA:	Advertiser/Agency:
Lehigh Valley Int’l Airport	_____
3314 Airport Road	_____
Allentown, PA 18109	_____

16. **Rules and Regulations:** Advertiser/Agency shall observe and obey all rules and regulations adopted by the LNAA.

17. **Nondiscrimination:** Advertiser for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree to comply with the Federal Non-Discrimination Provisions attached to this Lease as Exhibit A. In furtherance of the non-discrimination provisions in this section, Advertiser shall comply with

LNAA's policies and regulations concerning discrimination and agrees that in the performance of this Agreement, Advertiser shall not discriminate based on race, color, religion, sexual orientation, gender, gender expression, gender identity, national origin, age or handicap/disability.

18. **Place of Performance, Governing Law and Choice of Venue:** This Agreement is made, entered into and intended to be performed in the Commonwealth of Pennsylvania, and shall in all aspects be interpreted and governed under the laws of the Commonwealth of Pennsylvania. The parties hereby consent to the venue and jurisdiction of any federal or state court of Lehigh County, Pennsylvania or the Eastern District of Pennsylvania in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
19. **Compliance with the Law:** Advertiser/Agency agrees to abide by all federal, state, and local laws, ordinances and regulations in its performance under this Agreement.
20. **Amendments:** This Agreement may not be modified except by a written instrument signed by both parties.
21. **Entire Agreement:** This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
22. **Waiver:** The failure of the LNAA to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that the LNAA may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
23. **Successors in Interest:** The terms, covenants and conditions of this Agreement apply to and are binding on the permitted successors and assigns of the parties to this Agreement.
24. **Counterparts and Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which is an original but all of which together shall constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged. Facsimile or electronic (PDF) signatures of this Agreement shall have the same validity as an original, hand-signed instrument.
25. **Not Construed Against the Drafter:** The parties agree that the language of all parts of this Agreement shall be construed as a whole, according to its fair and plain meaning. The parties agree that any questions regarding the interpretation of the language of this agreement shall not be interpreted against the drafter.

26. **Subordination**: This Agreement shall be subordinated to the provisions of any law, statute, ordinance, regulation and requirement of any federal, state, or local government and any existing or future agreement between the LNAA and the United States of America, Commonwealth of Pennsylvania, or local municipality or governmental authority.
27. **Severability**: Should any provision of this Agreement be held to be illegal, void or unenforceable such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of any other provision of this Agreement which shall remain in effect.
28. **Authorization**: The persons executing this Agreement hereby represent and warrant that they have carefully read this Agreement, and that they have the full right, power, and authority to sign this Agreement.

EXHIBIT A

REQUIRED FEDERAL CLAUSES AND CIVIL RIGHTS REQUIREMENTS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Advertiser, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Advertiser will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** Advertiser, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. Advertiser will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Advertiser for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Advertiser of Advertiser's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Advertiser will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Advertiser is in the exclusive possession of another who fails or refuses to furnish the information, Advertiser will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Advertiser's noncompliance with the Non-discrimination provisions of this contract, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Advertiser will include the provisions of paragraphs one through six of this Exhibit A in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Advertiser will take action with respect to any contract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Advertiser becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Advertiser may request

Authority to enter into any litigation to protect the interests of Authority. In addition, Advertiser may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Advertiser for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Advertiser will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Advertiser for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Advertiser will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Advertiser, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. Advertiser agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Advertiser transfers its obligation to another, the transferee is obligated in the same manner as Advertiser. This provision obligates Advertiser for the period during which the property is owned, used or possessed by Advertiser and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. Advertiser agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Advertiser grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.