



COUNTY OF DANE

DEPARTMENT OF
ADMINISTRATION

PURCHASING DIVISION

Room 425 City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3345
608-266-4131
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4941

GREG BROCKMEYER
Director of Administration

CHARLES HICKLIN
Controller

DATE: December 8, 2017

TO: All Proposers RFP# 117089 – Airport Advertising Concessions

FROM: Carolyn Clow, Purchasing Agent

SUBJECT: ADDENDUM #1

The following answers are provided in response to questions received.

1. Please provide the most recent 5 years of revenue history for the advertising concession. Please include both historical gross sales and net to the airport.
 1. The minimum monthly guarantee is \$11,250.00

	Gross Sales	Net to Airport
2010	\$350,000	\$135,000
2011	\$440,000	\$140,000
2012	\$346,000	\$135,000
2013	\$315,000	\$135,000
2014	\$332,000	\$156,000
2015	\$474,000	\$148,000
2016	\$482,000	\$154,000

2. Please provide a copy of the existing advertising concession agreement and relevant addenda.
 1. Please see attached Appendix A for the original contract. The addenda(s) were to add additional locations (depicted on the map) and extend the term.
3. Please provide a floorplan of existing advertising displays and equipment.
 1. Please see attached Appendix B
4. Who owns the existing advertising equipment? The RFP states we will be responsible for removing and replacing the scrolling equipment. Will the winning proposer be required to remove any other displays? Or just install new ones?
 1. All equipment is owned by the incumbent lease holder.

2. All scrolling equipment must be converted to electronic (i.e. LED) technology with the new contract.
3. The incumbent typically removes all owned equipment at the end of the lease-term, in special circumstances equipment may be purchased by the new contract organization.
5. The RFP requires replacement of the Courtesy Phone Center. Due to the universal popularity of smart phones, Courtesy Phones are regarded as out-of-date technology. Can we propose something else at that location? Or just remove this display?
 1. You may propose new technology.
 2. The display may not be removed at this time – an alternative in this location may be proposed (see above).
6. Will the County please provide a detailed floorplan, or map, of the existing locations?
 1. See #3 above.
7. Will the County please provide a breakdown of annual passengers and any relevant forecasts?

Passengers	
2014	1,668,589
2015	1,690,614
2016	1,851,809
2017	1,877,445 (estimated)

Please acknowledge receipt of this addendum by noting “Addendum #1 Received” on the bottom of the Signature Affidavit when you submit your bid. If you have any questions regarding this addendum, please contact me at 608-266-4966.

Sincerely,

Carolyn A. Clow, CPPB
Purchasing Agent

AIRPORT ADVERTISING CONCESSION LEASE

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

W I T N E S S E T H:

WHEREAS the County is the owner of the Dane County Regional Airport (hereinafter, the "Airport"); and,

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

WHEREAS the County wishes to grant to the Concessionaire the right to operate an advertising concession at the Airport under a Agreement containing mutually satisfactory terms and covenants;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, privileges, and obligations herein contained, and with the intent to be fully bound thereby, the County and the Concessionaire hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

Article I.

TERM

- 1.1 This agreement shall have an "Interim Term", allowing for advertising sales and display fabrication, commencing on May 1, 2006 and

expiring on December 31, 2006. Thereafter, commencing on January 1, 2007, this Agreement shall have a term of five (5) years, expiring on December 31, 2012. Unless precluded by federal, state or local law, regulation, rule or ordinance, the initial five (5) year term of this Agreement shall be automatically extended for an additional five (5) years if, as of July 1, 2012, the concessionaire demonstrates that it has satisfied each of the following operational standards with respect to performance under this Agreement:

- (a) Made no less than \$160,000 in capital investment in the Airport advertising concession;
- (b) Made at least 375 telephone marketing calls offering Airport advertising opportunities during each six (6) month period under the Agreement, subject to availability of display space;
- (c) Has at least 75% of the Airport approved display locations under contract to local Madison and Dane County area advertisers;
- (d) Provided an effective local, regional and national sales force to sell advertising at the Airport;
- (e) Provided a certified CAD display designer to provide services as needed for the Airport advertising concession;
- (f) Provided architect-approved engineering drawings for advertising display units and installations;
- (g) Provided properties personnel sufficient for display case relocation within 14 days of the Airport's request therefor;
- (h) Provided maintenance staff and scheduling commensurate with facilities, with on site availability within 24 hours of the Airport's request therefor;
- (i) Provided graphic guidance to advertisers and obtained the Airport's written approval of all graphic renditions prior to installation;
- (j) Assisted the Airport in public relations efforts, including media release support;

- (k) Provided all financial reports and payments required hereunder in a timely manner;
- (l) Accomplished all installations with qualified staff and in a professional manner; and
- (m) Operated an Airport advertising concession pursuant to the terms, provisions, conditions and covenants set forth in this Agreement.

Thereafter, the Term may be extended for one or more additional five-year periods at the mutual option of the parties; subject to the applicable laws, regulations, ordinances, policies, or rules adopted or issued by a governmental body or authority with jurisdiction over the Airport

- 1.2 Upon the expiration of the initial five (5) year term of this Agreement or any extension thereof, this Agreement may continue on a month-to-month basis, subject to the terms and conditions hereof, at the mutual agreement of the parties.

Article II.

PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE

- 2.1 The Concessionaire shall have the exclusive right to operate and maintain an Airport advertising concession, subject only to County, Airport, Airport tenant and Airport operator advertising, as approved by the Airport Director.
- 2.2 Airport tenant and Airport operator advertising permitted hereunder shall be limited to the marketing of each tenant or operator's own goods and services within its leased premises or operations area.
- 2.3 The Concessionaire shall develop and maintain throughout the term of this Agreement a comprehensive Airport advertising concession program at least comparable in design, quality, and content to such programs operated in major Airports in the United States. All advertising displays and display units installed under authority of this Agreement shall be consistent with the

architecture and design of the Airport and shall be of such high quality as to contribute to the establishment of the Airport as a prestige location for the display of commercial advertising. Except as expressly provided elsewhere in this Agreement, the Concessionaire shall pay all expenses associated with planning, installing, implementing, maintaining and operating the Airport advertising concession.

2.4 The Concessionaire shall, in addition to the displays at the below referenced FIDS and freestanding display locations, provide static displays, scrolling displays, art/theme displays, specialty displays and a phone board display as identified on the attached Exhibit A and Exhibit B. The Concessionaire may at any time request that the Airport Director approve additional advertising display locations and display unit types. The types of advertising display units installed at the Airport by the Concessionaire and the location of such installations shall only be as identified on Exhibits A and B, or as subsequently approved by the Airport Director. The Concessionaire shall provide to the Airport graphic and programming guidance for the Airport related displays provided for Airport use under this Agreement. At the Airport's request, but not more than once every two years during the term hereof, the Concessionaire shall produce and provide to the Airport two copies of an Airport directory design, and one copy of an Airport related promotion design. With the exception of the cost of providing data infrastructure and electrical service to the display locations, which costs shall be borne by the Airport, all costs associated with the Concessionaire's installation, operation and maintenance of the advertising display units required hereunder, and the displays and programming thereon, shall be borne by the Concessionaire.

2.5 In each of the two (2) FIDS locations identified on Exhibit B as M13 and M14 the Concessionaire shall install, maintain and provide programming for one (1) LCD monitor. The Concessionaire shall make available to the Airport approximately one-third of the time looped on each LCD monitor. In

each of the three (3) FIDS locations, identified on Exhibit A and Exhibit B as M22, M23 and M25, the Concessionaire shall install one static sign, two (2) for the use of the Airport and one (1), M25, for use by the Concessionaire.. The design and specifications of the advertising display units in the five FIDS locations identified in Exhibits A and B shall be as set forth in Exhibit C *[design and specifications as proposed and approved]*, attached hereto.

2.6 The Concessionaire shall fabricate, install and maintain, at the Concessionaire's expense, two (2) permanent freestanding display units in the Airport Terminal ticket lobby in the locations identified on Exhibit A as M8 and M24. The freestanding unit identified on Exhibit A as M8 shall contain one (1) LCD monitor and one (1) static display. The other freestanding unit identified on Exhibit A as M24 shall contain two (2) static displays. The LCD components of such freestanding display unit shall not be considered a permanent part of the units. The design and specifications of the freestanding units shall be as set forth in Exhibit C *[design and specifications as proposed and approved]*, attached hereto. One (1) static display on each freestanding display unit shall be at all times dedicated to wayfinding and County, Airport or Airport tenant related promotional information. At the Airport's request, but not more than once every two years during the term hereof, the Concessionaire shall produce and provide without charge to the Airport two additional copies of the directory graphics provided under section 2.4 above, for use in the freestanding unit locations.

2.7 Advertising display locations authorized for the Concessionaire's use hereunder are subject to elimination, modification or relocation at any time at the Airport Director's discretion in accordance with the provisions of this Agreement addressing such elimination, modification or relocation. Should the Airport Director and the Concessionaire disagree on the elimination, modification or relocation of any advertising location, the Airport Director's decision shall be final. The County shall at all times endeavor to maintain for the use of the Concessionaire during the term of this Agreement advertising locations at the Airport of at least equal number, passenger

exposure and commercial advertising value as those identified on the attached Exhibits A and B..

2.8 The Concessionaire shall apply to the Airport advertising concession the fiscal, marketing and administrative resources of its organization. Through its national and regional organization, the Concessionaire shall:

(a) Develop and maintain, subject to County approval, an integrated master plan for advertising at the Airport;

(b) Practice space utilization planning which recognizes and meets the needs of all appropriate advertising classifications and insures maximum revenue return to the County consistent with the scope and integrity of the advertising master plan;

(c) Provide a sales organization with ability and experience of sufficient scope to solicit and sell local, regional, and national advertising for display at the Airport, with a primary emphasis on local advertising; and

(d) Provide advertising display equipment and fixtures that are creative, innovative and consistent with the architectural design of the Airport.

2.9 The Airport shall supply electrical service and data infrastructure to each approved advertising display location. Concessionaire shall bear all expenses associated with the connection of electric, data and other utility service within display units located in the Airport Terminal or Parking Ramp. With the exception of electrical service, the Concessionaire shall pay for all utility services necessary to the operation of the displays installed hereunder. The Concessionaire shall arrange to be directly invoiced for costs associated with its use of data, telephone and other utility services, with the exception of electric service, and shall make timely payment therefor. Unusual or excessive charges for electricity use associated with an advertising display shall be borne by the Concessionaire.

- 2.10 The Concessionaire and its employees, customers, agents, contractors and suppliers shall have the right of ingress and egress to and from the advertising display locations, subject to Airport security policy and directives issued by the Airport Director and all applicable laws, regulations, ordinances, policies, or rules adopted or issued by a governmental body or authority with jurisdiction over the Airport. Employees of the Concessionaire shall be permitted to park at the Airport under the same terms and conditions as employees of other concessionaires at the Airport.
- 2.11 The Concessionaire shall have use of a storage space, provided by the Airport, for the storage of a supply cart containing equipment or supplies used in the operation of the Airport advertising concession.

Article III.

ADVERTISING SALES AND RATE DOCUMENTATION

- 3.1 The Concessionaire shall use the advertising locations identified as display locations on Exhibit A and Exhibit B. and those that may later be approved hereunder, solely for the sale, placement and display of advertising and shall make good faith efforts in every proper manner to maintain, develop and increase the sales of advertising space developed hereunder. Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.
- 3.2 The Concessionaire shall, as may be requested from time to time by the Airport Director, provide to the Director a schedule of rates applicable to each of the advertising display locations approved for the Concessionaire's use at the time of such request.

Article IV.

RESPONSIBILITY OF THE COUNTY

- 4.1 Subject to the County's approval based upon compatibility with Airport operations and terminal design, the Concessionaire may request advertising display locations in addition to those identified on Exhibit A and Exhibit B. Any additional advertising display locations approved by the County shall be added by amendment to the approved locations identified in Exhibits A and B
- 4.2 The County shall in good faith use its best efforts in providing the Concessionaire the glass "red wall" advertising space located within the Airport.
- 4.3 The County shall install and pay for any and all expenses associated with providing electrical and data utility access to all approved advertising display locations.
- 4.4 The County shall maintain the common areas of the Airport, including the Parking Ramp and Terminal Building public areas, in as good a condition as the same are on the effective date of this Agreement, ordinary wear and tear exempted, provided, however, that the Concessionaire shall be responsible for and shall bear the cost of any damages resulting from the intentional or negligent acts or omissions of the Concessionaire's employees, officers or agents. The County's obligation to maintain the Airport shall be at standards equal to similar airports of comparable size and activity levels, providing, however, that nothing herein shall be construed to require the expansion of Airport facilities. This section shall not be construed to require the County to rebuild any improvement located at the Airport which is damaged by any natural disaster, act of war, the elements, fire, explosion or other event beyond the control of the County.
- 4.5 The County shall pay for electricity used in the operation of advertising displays approved and installed under this Agreement. Notwithstanding the foregoing, unless approved in advance by the

Airport Director, the County shall not be required to pay for electricity usage in excess of the amount customarily associated with advertising displays at airports of similar size in the United States.

Article V.

APPROVAL OF ADVERTISING DISPLAY UNITS AND DISPLAYS

- 5.1 The Concessionaire shall submit to the Airport Director detailed plans and specifications for the design, construction and installation of advertising display units authorized or required under this Agreement. The Concessionaire shall include in the specifications submitted hereunder a schedule depicting the estimated time required to complete installation of the unit described therein.
- 5.2 The Airport Director shall, within ten (10) days of receipt of plans and specifications for the design, construction and installation of advertising display units, provide notice to the Concessionaire of approval or disapproval thereof. Review and approval of the plans and specifications shall be based on the conformity of such plans and specifications to the general architectural and aesthetic plan for the Airport and approval of construction means and methods. Upon approval of plans and specifications, the subject work shall be commenced without delay and shall be performed as set forth in the approved plans and specifications, subject only to changes thereafter approved by the Airport Director. All work performed hereunder must be in strict compliance with applicable building codes, laws, statutes, ordinances and regulations.
- 5.3 The Concessionaire shall obtain all permits, certificates and approvals required for work approved hereunder. Except as otherwise agreed in writing by the parties to this Agreement, all work shall be at the Concessionaire's sole cost and expense and the Concessionaire shall provide and pay for all labor, supervision, materials, supplies and transportation.

- 5.4 One reproducible “as built” plan shall for each approved display unit installation shall be provided by the Concessionaire to the Airport Director within sixty (60) days following completion of work thereon.
- 5.5 All permanent improvements and display units installed by the Concessionaire at the Airport shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time said permanent improvements shall become the property of the County. Non-permanent advertising displays, equipment, trade fixtures, materials and supplies of the Concessionaire shall remain the property of the Concessionaire unless the Concessionaire shall fail within sixty (60) days following the expiration or earlier termination of this Agreement to remove such personal property. In the event of such failure to remove non-permanent property, title to such personal property shall, at the option of the County, vest in the County at no cost to the County.
- 5.6 Prior to the programming or installation of a display on an advertising display unit approved hereunder, graphic or other representations of the proposed display shall be submitted to the Airport Director for approval. The Airport Director shall provide notice to the Concessionaire of approval or disapproval of the proposed display programming or installation within five (5) days of submission of such graphics or other representations.
- 5.7 Upon receipt of written notice from the Airport Director to remove an advertising display, the Concessionaire shall immediately remove such display from view at the Airport, at no cost to the County. In the event Concessionaire fails to promptly remove the display identified in the removal notice, the County may remove and store the display and the Concessionaire shall be liable for the cost of such removal and storage, plus a ten (ten) percent administrative fee.
- 5.8 In the event an advertising display unit does not contain an advertising display, such display unit shall contain filler graphics or other

programming promoting Dane County, the Airport, local matters of interest or not-for-profit entities, subject to the approval of the Airport Director.

Article VI.

FEES, CHARGES AND ACCOUNTABILITY

6.1 In consideration for the rights and privileges granted under this Agreement, the Concessionaire shall pay to the County during the Interim Term the Percentage Fee, as that fee is established below. Thereafter, during the initial five (5) year term and any extension thereof the Concessionaire shall pay to the County the greater of forty (40) percent of Gross Revenues, as defined below, it derives from Airport advertising consisting of static, edgelit, and poster displays, plus thirty-six (36) percent of Gross Revenues it derives from Airport advertising consisting of video, motion, computer-operated, digital interactive and other high-technology, themed, art or specialty displays (hereinafter, the "Percentage Fee"), or the Minimum Annual Guarantee, as defined below.

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

(1) Any amount charged to an advertiser by the Concessionaire in connection with design, fabrication or installation of any advertiser's specialty or custom display/graphics (including,

without limitation, the printing, distributing or maintaining of any advertiser's brochures) or with the design, fabrication, installation or ongoing service of any new media technologies (including, without limitation, the programming and maintenance charges for computer-operated, plasma screen, video, interactive or motion displays);

- (2) Any amount paid by the advertisers to Concessionaire for telephone equipment and service; as averaged and charged as a flat fee not to exceed twenty percent (20%) of the rental rate.;
- (3) A standard fifteen (15) percent sales commission for advertising agencies or standard (15) percent sales commission for commissioned sales representatives, when such commissions are actually paid by the Concessionaire; and
- (4) Any sales or excise tax imposed by law and separately stated to and paid by an advertiser (hereinafter, "Sales Tax");
- (5) Amounts owed which are deemed uncollectible by the Concessionaire after prudent collection efforts.

(b) In the event the Concessionaire is, after diligent collection efforts, unable to collect amounts included in Gross Revenues when calculating a previously paid Percentage Fee, such "bad debts" shall be deemed uncollectible and an appropriate adjustment shall be made in the Concessionaire's subsequent statements and Percentage Fee submissions. If any "bad debts" are collected by the Concessionaire after adjustment an appropriate upward adjustment, excluding collection costs, shall be made to a subsequent revenue statement and Percentage Fee submission,.

(c) The Minimum Annual Guarantee for the first year of the initial five (5) year term of this Agreement shall be \$135,000. For each year thereafter, the Minimum Annual Guarantee shall be the greater of \$135,000 or 80 percent of the total revenues paid by the Concessionaire to the Airport for the preceding year.

- 6.2 Payable in advance by the first day of each calendar month during the Interim Term of this Agreement the Concessionaire shall pay to the County the Percentage Fee. Thereafter, payable in advance by the first day of each calendar month during the initial five (5) year term of this Agreement and any extension hereof the Concessionaire shall pay to the County a sum equal to one twelfth of the Minimum Annual Guarantee applicable to the month for which payment is made. By the twentieth day of the calendar month following each calendar quarter during the term of this Agreement, commencing as of the month following the first calendar quarter, and by the twentieth day of the calendar month following the expiration or termination of this Agreement, Company shall pay to County a sum of money equal to the amount by which the Percentage Fee for the preceding calendar quarter exceeds the Minimum Annual Guarantee paid for such quarter. In the event said Percentage Fee does not exceed the Minimum Annual Guarantee paid for such quarter, no Percentage Fee shall be payable. In the event the fees paid by the Concessionaire during a calendar year exceed the maximum due under this Agreement, the overpayment shall be accounted for by setoff applied to the next payment due to the County or, in the event no further fees are payable hereunder, by County payment to the Concessionaire made within 30 days of the end of the applicable calendar year.
- 6.3 The Minimum Annual Guarantee shall be: (i) subject to proportional percentage reduction equal to the percentage of passenger traffic decline during any year of the term of this Agreement when passenger enplanements and deplanements at the Airport shall fall ten percent (10%) or more below those recorded during calendar year 2005; and (ii) subject to reduction equal to the Concessionaire's share of actual and prospective advertising revenues lost and unearnable where the County requires the elimination of any approved advertising location as shown on Exhibit A or B, without the contemporaneous assignment

to the Concessionaire of a replacement location of at least equal passenger exposure and commercial advertising value. In the event an approved advertising display is visually obstructed or subject to electric supply failure for more than three (3) days, not due to the fault of the Concessionaire, any amounts refunded to or withheld by affected advertisers shall not count towards Gross Revenues and the Concessionaire's share of such lost revenues shall be deducted from the payment due hereunder.

- 6.4 The Concessionaire shall make all payments to the County required under this Agreement by check payable to the Dane County Treasurer and remitted to the Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
- 6.5 By the twentieth-day (20th day) of the month following each calendar quarter during the term of this agreement, commencing as of the month following the first calendar quarter, and by the twentieth day of the calendar quarter following the expiration or termination of this agreement, the Concessionaire shall furnish to the County a statement showing for the preceding quarter Gross Revenues and the Percentage Fee due thereon.
- 6.6 The Concessionaire shall keep full and accurate books and records showing all Gross Revenues, and the County shall have the right, through its representatives, and at all reasonable times, to inspect and audit all such books and records as may be necessary to verify the reported Gross Revenues, including sales tax return records related to operation of the Airport advertising concession. All such books and records shall be made available to the County, upon the County's request, at the Concessionaire's office location for at least two (2) years following the expiration or termination of this Agreement.
- 6.7 No later than one hundred twenty (120) days after the end of each year under the term of this Agreement, the Concessionaire shall furnish to the County the written statement of a Certified Public

Accountant stating that the fees paid by the Concessionaire to the County for the preceding Agreement year was as required hereunder. Such statement shall also state the amount of Gross Revenues for such Agreement year, as shown on the books and records of the Concessionaire. Any adjustment required to the fees paid for such preceding year shall be made by setoff or additional payment, as required, within thirty (30) days of submittal of the statement required hereunder.

- 6.8 Without waiving any other right of action available to the County, in the event that the Concessionaire is delinquent for a period of fifteen (15) days or more in paying any fees due pursuant to this Agreement, the Concessionaire shall pay to the County interest thereon at the rate of six (6) percent per annum from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by the Concessionaire.
- 6.9 In the event that any additional payment shall be determined to be rightly due and owing by any audit of the Concessionaire's books and records as provided herein, such amount shall forthwith be paid by the Concessionaire to the County. If such amount exceeds 10 percent of the annual payment, the Concessionaire shall also pay interest at the rate of six (6) percent per annum from the date such additional payment became due; provided, however, that the foregoing not be applied to amounts contested in good faith by the Concessionaire.

Article VII.

CONCESSION OPERATIONS

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

Article VIII.

MAINTENANCE

- 8.1 The Concessionaire shall at its own expense keep and maintain the advertising displays installed under this Agreement in an attractive, clean, neat and sanitary condition.
- 8.2 The Concessionaire shall maintain and promptly make necessary repairs to all of the advertising displays and equipment placed or installed at the Airport by the Concessionaire.
- 8.3 All operations authorized or required under the terms of this Agreement, including maintenance and repairs performed by the Concessionaire, shall be performed in conformity with federal, state and local laws, regulations, ordinances and rules, and applicable directives issued by the Airport Director.
- 8.4 The Concessionaire shall, in a timely manner, provide for the prompt, neat and sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations.

Article IX.

COMPLIANCE AND APPLICABLE LAW

- 9.1 Except as otherwise provided herein, the Concessionaire shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees which may be levied upon the Concessionaire or the County on account of the business being conducted by the Concessionaire at the Airport. It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grant no real property rights to the Concessionaire. The Concessionaire's advertising displays and equipment shall not be viewed as the real property of the Concessionaire. The Airport shall not assess the Concessionaire for any property, real estate, or lease tax. The Concessionaire shall maintain in current status all federal, state, and local licenses and permits required for the operations of the business conducted by the Concessionaire.
- 9.3 The Concessionaire shall pay wages to persons employed in its operations conducted at the Airport as required in Section 68.16 of the Dane County Code of Ordinances.
- 9.4 This Agreement is governed by the laws of the State of Wisconsin and any disputes relating to performance hereunder shall be resolved in accordance with such laws, with venue in the Dane County Circuit Court.

Article X.

ASSIGNMENTS

- 10.1 The Concessionaire shall not assign this Agreement or allow it to be assigned without the prior written consent of the Airport Director, which consent shall not be unreasonably withheld.

Article XI.

INSURANCE AND INDEMNIFICATION

- 11.1 The Concessionaire shall protect, defend, indemnify and hold the County, its officers, employees, boards and commissions, completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs of investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever to the extent caused by the negligence or willful misconduct of the Concessionaire, its agents, employees, licensees, or contractors, and arising out of or incident to the operation of the Airport advertising concession pursuant to this Agreement, regardless of where the injury, death or damage may occur. The Concessionaire shall have the right to control the defense of any such claim, suit or other action for which the Concessionaire indemnifies the County. This subsection shall not create any third party rights and shall not be interpreted as a waiver by the County of any immunities or limitations on damages available to the County pursuant to federal or state law.
- 11.2 The Concessionaire shall, by the effective date of this Agreement and without expense to County, obtain and thereafter keep in effect liability insurance coverage of a type and with limits as set forth below. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility, approved by the appropriate governmental authority to do business in the State of Wisconsin. The insurance policies obtained hereunder shall contain an endorsement providing that the County will be given not less than 30 days notice prior to cancellation or material change to any provisions or coverages therein affecting the interest of the County. The comprehensive general liability policies shall include contractual liability coverage.
- 11.3 The Concessionaire shall within 10 days of the effective date of this Agreement and annually thereafter provide the County with a certificate or certificates of insurance evidencing the insurance coverage required under this Agreement. The County shall be listed

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

The minimum limits of coverage shall be as follows:

comprehensive general liability insurance,

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

\$1,000,000

automobile liability insurance,

bodily injury (per occurrence):

\$1,000,000

property damage (per occurrence):

\$1,000,000

Insofar as said insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, the County shall be included as an additional insured. Such liability insurance coverage shall also extend to damage, destruction, and injury to County-owned or County-leased property and County personnel, caused by or resulting from work, acts, operations, or omissions of Company, its officers, agents, employees, or contractors on the Airport premises. The County shall have no liability for any premiums charged for the coverage required herein and inclusion of the County as a named insured is not intended to, and shall not, make the County a partner or joint venturer with the Concessionaire.

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

Article XII.

TERMINATION BY COUNTY

12.1 The Concessionaire shall satisfy during the term of this Agreement the following Operational Standards:

- (a) Make no less than \$160,000 in capital investment in the Airport advertising concession;
- (b) Make at least 375 telephone marketing calls offering Airport advertising opportunities during each six month period under the Agreement, subject to availability of display space;
- (c) Have under contract to local Madison and Dane County area advertisers at least 75% of the Airport approved display locations;
- (d) Provide an effective local, regional and national sales force to sell advertising at the Airport;
- (e) Provide a certified CAD display designer to provide services as needed for the Airport advertising concession;
- (f) Provide architect-approved engineering drawings for advertising display units and installations;
- (g) Provide properties personnel sufficient for display case relocation within 14 days of the Airport's request therefor;
- (h) Provide maintenance staff and scheduling commensurate with facilities, with on site availability within 24 hours of the Airport's request therefor;
- (i) Provide graphic guidance to advertisers and obtain the Airport director's written approval of all graphic renditions prior to installation;
- (j) Assist the Airport in public relations efforts, including media release support;
- (k) Provide all financial reports and payments required hereunder in a timely manner;

- (l) Accomplish all installations with qualified staff and in a professional manner; and
- (m) Operate an Airport advertising concession pursuant to the terms, provisions, conditions and covenants set forth in this Agreement.

In the event the Concessionaire neglects or otherwise fails to fulfill any of the above Operational Standards, the County shall provide the Concessionaire written notice of such default. If after forty-five (45) days of receipt by the Concessionaire of written notice of default from the County, the Concessionaire has not cured the default or diligently proceeded to cure the default, the County may terminate this Agreement with ten (10) days written notice and without liability to the Concessionaire therefor.

12.2 In addition to termination due to default with respect to an Operational Standard, this Agreement shall be subject to termination by the County upon ten (10) days notice and without liability to the Concessionaire should one or more of the following events (hereinafter, "Concessionaire Default") occur:

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

12.3 Upon termination of this Agreement, the Concessionaire shall forthwith remove its non-permanent improvements, fixtures, displays and equipment from the Airport at its own expense.

Article XIII.

TERMINATION BY THE CONCESSIONAIRE

- 13.1 In addition to other remedies available to the Concessionaire, this Agreement shall be subject to termination by the Concessionaire, as set forth below, should any one or more of the following events (hereinafter, "County Default") occur:
- (a) The abandonment of the Airport for longer than forty-five (45) days;
 - (b) The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Airport in such a manner as to substantially restrict the Concessionaire from conducting the Airport advertising concession, provided such order or injunction is not issued due to an act or omission of the Concessionaire and such order or injunction remains in force for at least sixty (60) days;
 - (c) The breach by the County of any of the material terms, covenants, or conditions of this Agreement and County's failure to remedy the breach, or diligently proceed to remedy the breach, within sixty (60) days of receipt of written notice from the Concessionaire of the existence of such breach;
 - (d) The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Concessionaire from conducting its Airport advertising concession, if such restriction be continued for a period of sixty (60) days or more; or
 - (e) The destruction of such a significant portion of the Airport due to fire, earthquake or any other cause not the fault of the Concessionaire so as to make continuation of the advertising concession commercially unreasonable.

(f) If the traffic at the Facility (Dane County Regional Airport) decreases fifty percent (50%) or more below the traffic recorded during the same quarter of calendar year 2005.

- 13.2 In the event of a County Default, the Concessionaire shall provide the County written notice of such default. If, after ten (10) days of receipt by the County of a written notice of default from the Concessionaire, the County has not cured the default or diligently proceeded to cure the default, the Concessionaire may terminate this Agreement without liability to the County. Upon such termination the Concessionaire shall vacate the Airport and convey to the County title to any permanent improvements it has constructed or placed at the Airport. In such event, the Concessionaire shall be reimbursed by the County for such permanent and non-permanent improvements paid for by Concessionaire from its own funds, with the value thereof deemed to be Net Book Value, determined on a straight-line basis over the five (5) year term of this Agreement, with all improvements deemed to have a value of zero at the end of the initial five (5) year Agreement term. Upon payment by the County to the Concessionaire of said depreciated value, the permanent improvements shall become the sole property of the County and the non-permanent improvements remain the property of the Concessionaire.
- 13.3 In the event the Concessionaire terminates due to County Default, Concessionaire shall provide the County a depreciation schedule of the improvements to the Airport.
- 13.4 In lieu of the right of termination based on the foregoing events of County Default, the Concessionaire may elect to reduce payment due hereunder to the extent of and in proportion to the reduction in the Concessionaire's ability to generate advertising revenue due to such event of County Default.

Article XIV.

DISADVANTAGED BUSINESS ENTERPRISE, NONDISCRIMINATION AND ACCESSIBILITY

- 14.1 It is the County's policy to ensure that Disadvantaged Business Enterprises as defined in the Department of Transportation (hereinafter, "DOT"), 49 CFR Part 23, and other small businesses have an opportunity to receive and participate in DOT assisted contracts and leases. The Concessionaire's Disadvantaged Business Enterprise (hereinafter, "DBE") Report, submitted with its proposal for this Agreement, was a material consideration in the County's decision to enter into this Agreement and the Concessionaire shall make a good faith effort to implement and maintain DBE participation in its activities hereunder as indicated in its DBE Report. In the event regulations with respect to DBE participation are issued by the DOT implementing Section 511(h) of the Airport and Airway Improvement Act of 1982, as amended, and said regulations establish higher DBE participation applicable to the Concessionaire's activities under this Agreement, the Concessionaire shall initiate all necessary and reasonable steps to achieve DBE participation throughout the remaining term of this Agreement in accordance with DOT regulations. DBE participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or as amended. The Concessionaire agrees that participation by DBEs in the activities authorized and required under this Agreement will be in accordance with the goals and objectives of the County's DBE Program, as it may be amended from time to time.
- 14.2 The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical

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

- 14.3 The Concessionaire shall comply with all applicable accessibility requirements in the Americans with Disabilities Act and in all other applicable federal, state and local laws, rules, regulations and ordinances.

Article XV.

SECURITY

- 15.1 The Concessionaire shall observe all security requirements of Federal Aviation Regulations Part 107, and the Airport's security rules and regulations, as currently stated or as amended. The Concessionaire shall take such steps as may be necessary or directed by the Airport

Director to ensure that its employees, agents and contractors observe these requirements.

Article XVI.

FIRE AND OTHER DAMAGE

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

Article XVII.

AMENDMENT AND ENTIRE AGREEMENT

- 17.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing executed by the authorized agents of the parties hereto, said agent on behalf of the County being the Airport Director.
- 17.2 This Agreement contains the entire agreement between the parties hereto. Each party understands and agrees that the other party and its agents have made no authorized or enforceable representations or promises with respect to this Agreement, except as such are contained herein.

Article XVIII.

APPROVALS BY The COUNTY

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

Article XIX.

ENVIRONMENTAL PROTECTION

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

Article XX.

NOTICES

- 20.1 All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized and receipted overnight courier service (e.g. FedEx, DHL or Airborne Express) guaranteeing next business day delivery, addressed as follows:

If to the County:

Airport Director
Dane County Regional Airprot
4000 International Lane
Madison, Wisconsin 53704

If to the Concessionaire:

Marianne Lieberman, President & CEO
Interspace Airport Advertising
4635 Crackersport Road
Allentown, PA 18104

Article XXI.

ELIMINATION OR RELOCATION OF ADVERTISING LOCATIONS

- 21.1 The County reserves the right to eliminate, relocate or modify advertising display locations upon notification to the Concessionaire no less than sixty (60) days prior the date on which the elimination, relocation or modification is effective. Reasonable expenses incurred and established by the Concessionaire relating to any County ordered elimination, relocation or modification of an advertising display location prior to the expiration or earlier termination of this Agreement may be deducted by the Concessionaire from subsequent payments. Additionally, any refunds or credits granted to advertisers affected by elimination, relocation or modification of an advertising location hereunder may be deducted from the calculation of Gross Revenues.

Article XXII.

GENERAL PROVISIONS

- 22.1 Subordination to Contract With the United States Government — This Agreement is subject and subordinate to the provisions of any contract heretofore or hereafter made between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which is required as a condition precedent to the transfer of federal rights or property to the County for airport purposes, or the expenditure of federal funds for the improvement or development of the Airport. The County covenants that it has no existing contracts with the United States Government in conflict with the provisions of this Agreement.
- 22.2 Nonwaiver of Rights — No failure by either party to strictly enforce any of the terms, covenants, and conditions hereof shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained.

- 22.3 Captions and Severability — The article headings in this Agreement are inserted only as a matter of convenience and for reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. If one or more clause, section, or provision of this Agreement shall be held to be unlawful, invalid, or unenforceable, the remaining provisions herein shall not be affected and shall remain in full force and effect.
- 22.4 Successors and Assigns Bound — This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 22.5 Right to Amend — In the event that the Federal Aviation Administration or a successor agency requires modification of this Agreement as a condition to the granting of funds for the improvement of the Airport, or to bring the Airport into compliance with federal regulation or rule, the Concessionaire shall consent to such modifications as may be reasonably required.
- 22.6 Force Majeure — Neither the County nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.
- 22.7 The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are signing.

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

FOR DANE COUNTY:

Kathleen M. Falk
Dane County Executive

Dated _____

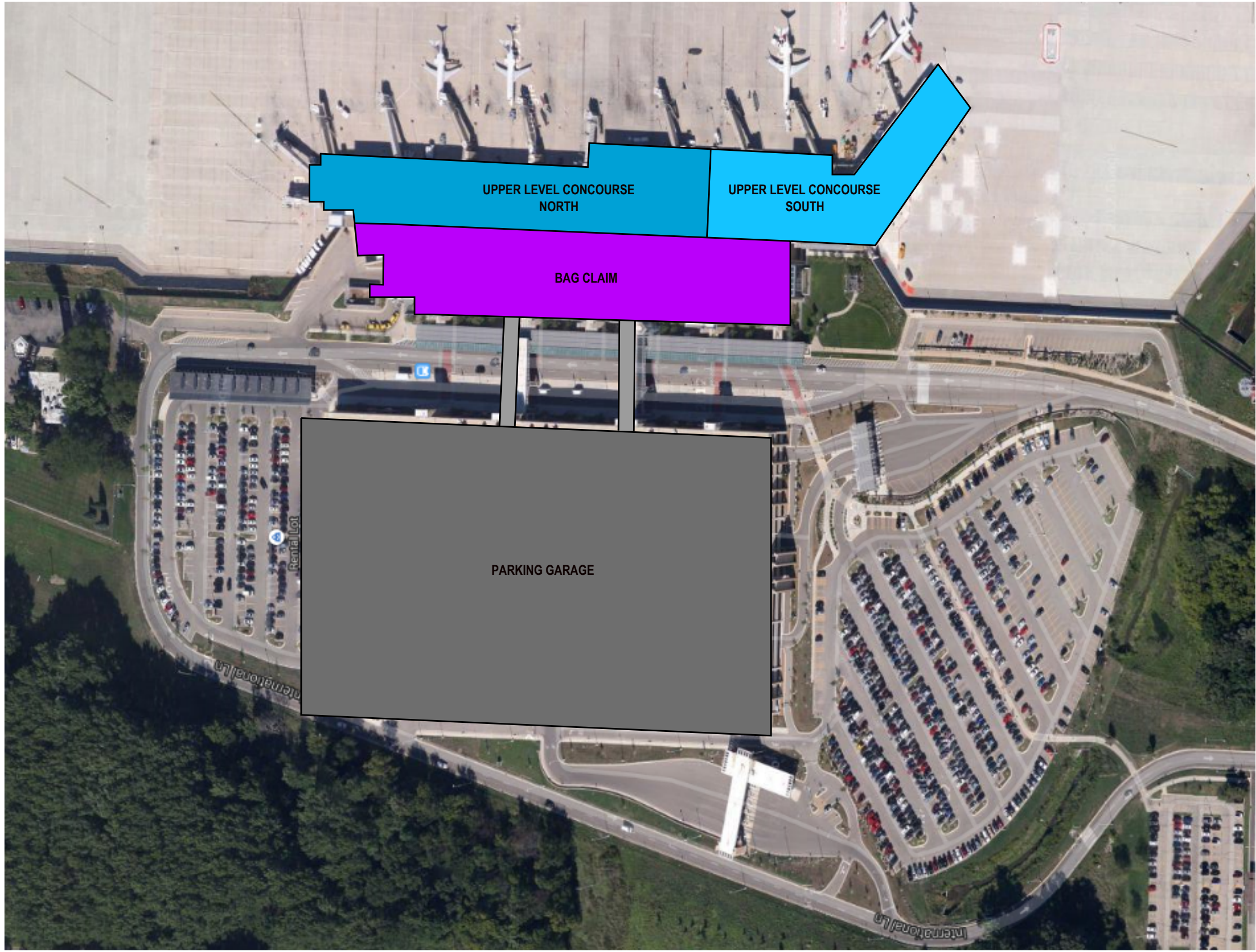
Robert Ohlsen
Dane County Clerk

Dated _____

FOR INTERSPACE AIRPORT ADVERTISING

Marianne Lieberman
President & CEO

Dated _____

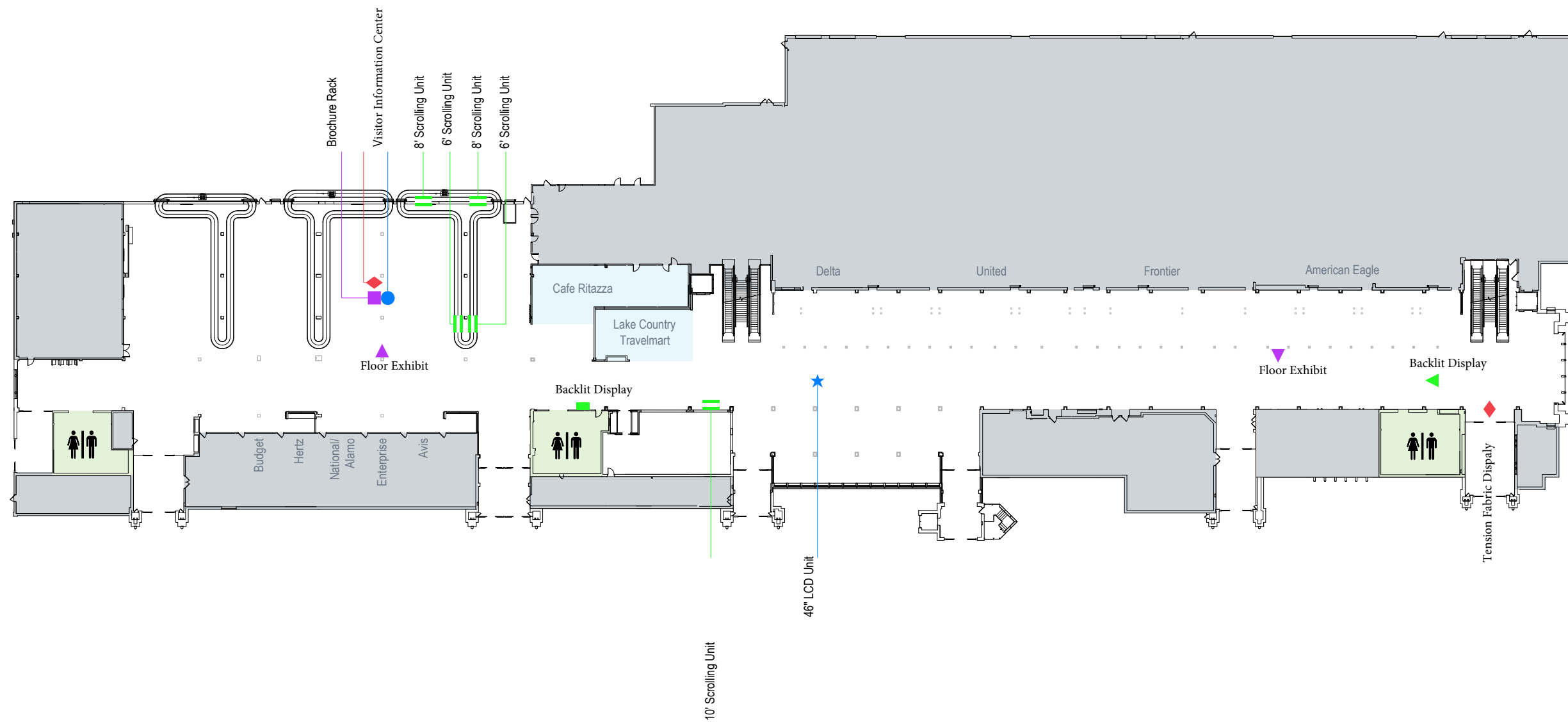


STANDARD INVENTORY OVERVIEW KEY

- diorama
- other backlit
- spectacular
- mini spectacular
- scrolling unit
- digital
- visitor information center
- gridwall
- brochure rack
- showcase
- exhibit
- FC freecharge station
- miscellaneous
- tension fabric display
- banner
- wrap
- outdoor display

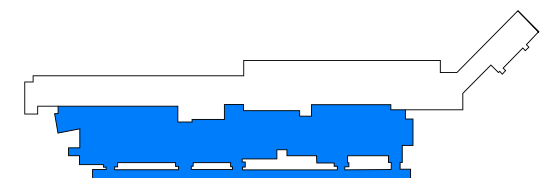
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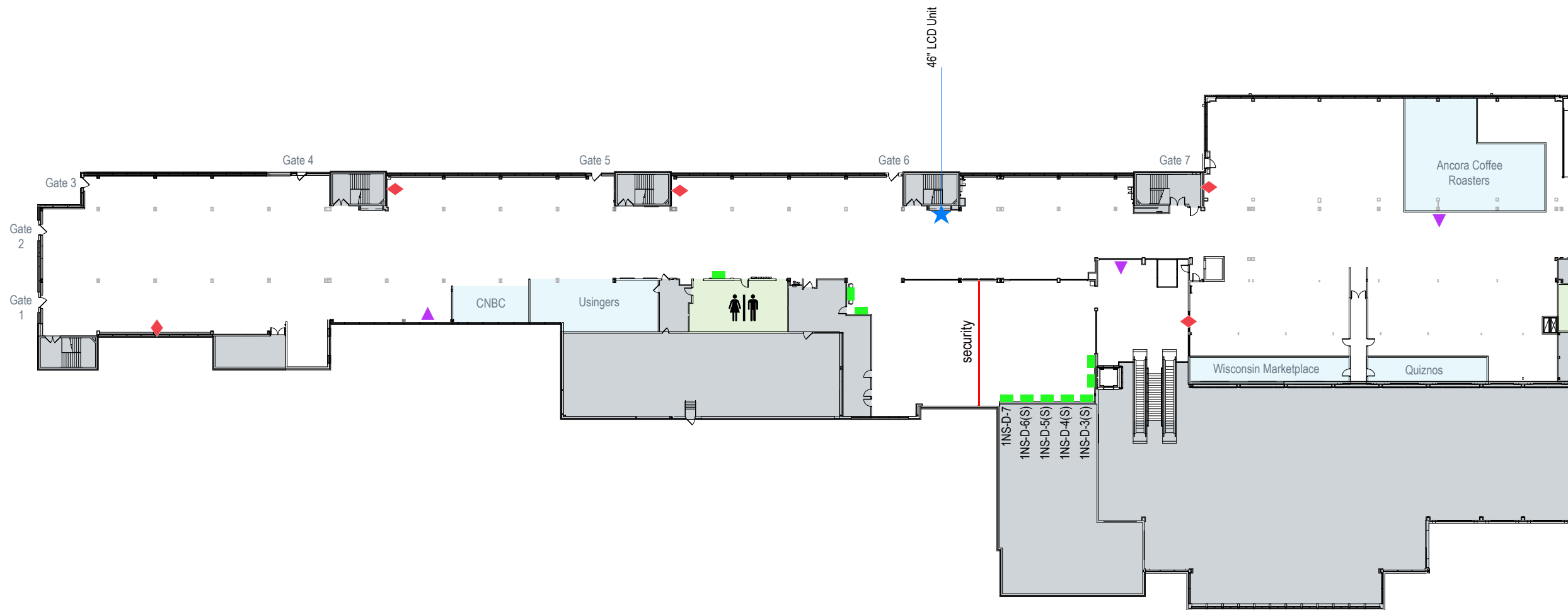
Lower Level: Refer to Page 2
Upper Level North: Refer to Page 3
Upper Level South: Refer to Page 4
Reservation/Brochure Center: Refer to Page 5



- Backlit Display
- ◆ Tension Fabric Display
- ▲ Exhibit

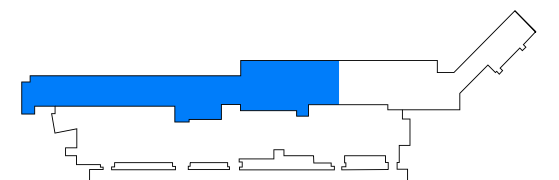
KEY PLAN





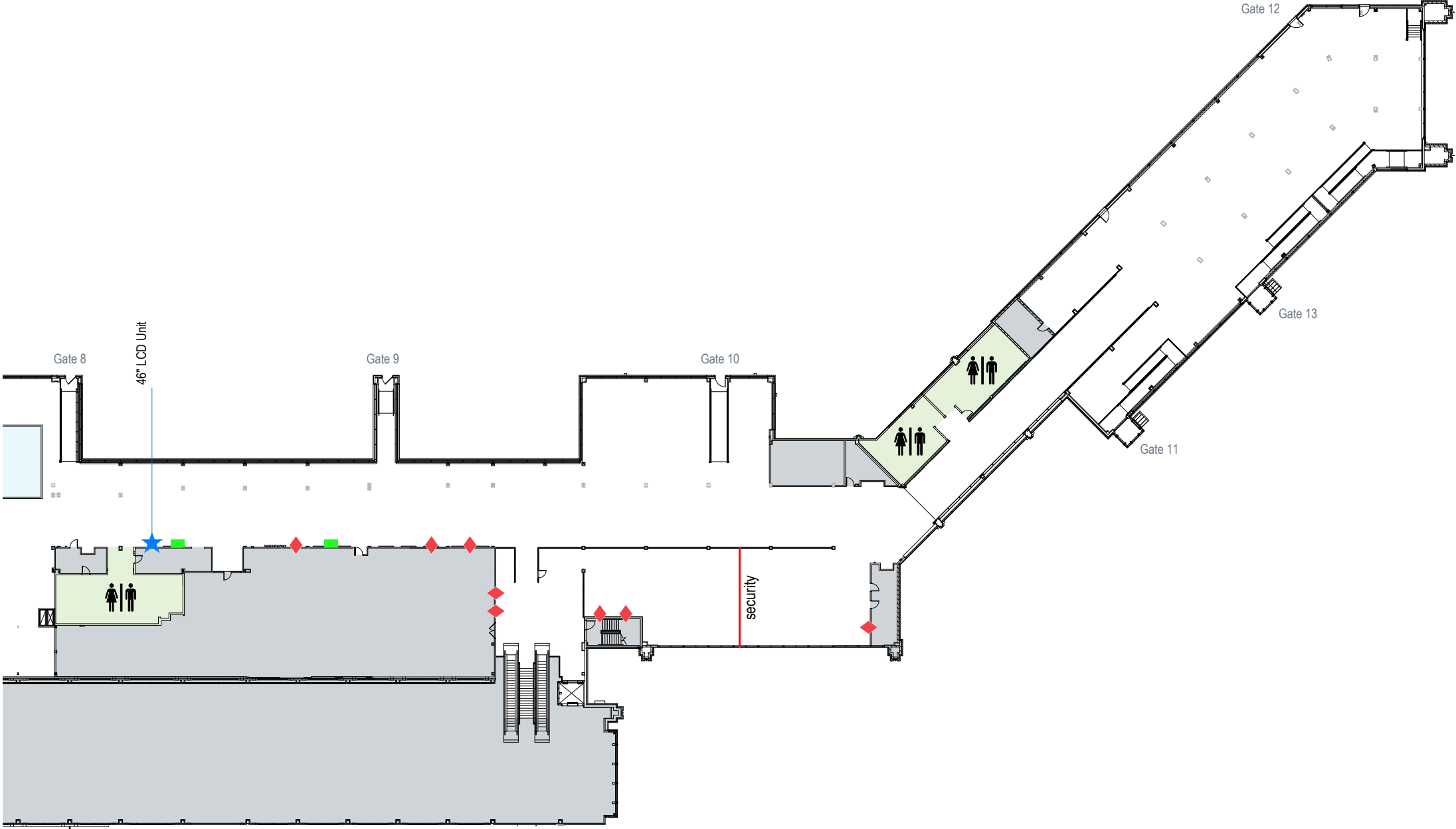
- Backlit Display
- ◆ Tension Fabric Display
- ▲ Exhibit

KEY PLAN



■ Backlit Display

◆ Tension Fabric Display



KEY PLAN

