

# JCDecaux Airport Contract

Contract 20200742  
 Prior Reference NEW  
 Manager Approval \_\_\_\_\_  
 Customer reference ADV14638  
 P.O Number

Date Wednesday, January 29, 2020  
 Salesperson(s) R.Appelbaum  
 Booking Dates 05/18/2020 - 09/06/2020

**Visit Orlando**  
**Alisa Jacoby**  
**6277 Sea Harbor Drive, Suite 400**  
**Orlando, FL, 32821-8043**

Phone 407-354-5543  
 Fax

**Client**  
 Division Holiday/Travel/Transport  
 Product/Category Travel Agents & Tourism  
 Campaign Visit Orlando

REGION	AIRPORT	#/TYPE	#/4wk	START	\$/4wk Periods	TOTAL
South East	Orlando Intl Airport	1 x Banner	4 Period(s)	05/18/20	\$3,100.00	\$12,400.00 ✓

Terms: 30 days #4222 **Total Amount** \$12,400.00  
 Frequency of billing: Every Four Weeks TERMINAL A

**WRAP/EXTERIOR GUIDELINES:**

- \*Wrap material must be removed or copy changed within 12-months from installation to receive 3M guarantee.
- \*Client is responsible for all costs associated with the production and posting cycle of wraps.
- \*Exterior display copy must be replaced within 1-year of installation.

\*By signing this contract, Advertiser/Agency understands and accepts all Terms and Conditions presented on page 2 of this document. Advertiser/Agency also acknowledges that this contract is not effective until approved and accepted by the JCDecaux Credit Department.

Accepted: \_\_\_\_\_  
 JCDecaux Airport Date

Accepted: Tai Carr (Signature) Date: 2/14/20  
 Name: Tai Carr (Please Print Name)  
 Advertiser

## 1.0 Services to be provided

(a) Company and Agency hereby agree that in accordance with the terms and conditions set forth herein, Company will install and display advertising content which may be in the form of 3-dimensional items, digital format, or in the form of advertising posters (the "Display" or "Display Material"), to be provided by Agency as set forth herein for the term (as specified by the number of weeks and the Posting Date specified herein (the "Term"), which Term shall commence on the Posting Date set forth on page one (1). The location of the Display may be modified at any time by Company and Agency shall be notified, as promptly as practicable, of any such modifications.

(b) Company shall retain exclusive control and supervision over the installation, maintenance and removal of Display and over the structures and locations on which it is displayed.

## 2.0 Relationship of Parties

(a) If this Contract is between the Company and an advertising agency or media buying service, all references herein to "Agency" shall mean the advertising agency or media buying service, as applicable. If this Contract is between the Company and the entity for whom the Display is being created, installed, and exhibited (the "Client" or "Advertiser"), all references to "Agency" herein shall be deemed to read as "Client" or "Advertiser" and any terms or conditions referencing Agency acting as agent for a disclosed principal are deemed deleted because parties hereby acknowledge that a Client, as principal, is acting on its own behalf, without an agent and is contracting directly with Company. Agency may act as agent for a disclosed principal, (the Advertiser included), for so long as Agency is not insolvent or delinquent in its payments to Company to make payment on all billings hereunder. By signing this Contract, an Agency acting as agent, represents it has the authority to bind the Client to this Contract.

(b) Agency and Advertiser will be jointly and severally liable for the payment of sums due hereunder, however, Company will not seek payment from Advertiser, unless and until Agency becomes insolvent or delinquent in its payments to Company, at which time, without relieving Agency of liability, Company will then look to Advertiser, but only to the extent that Advertiser has not theretofore made payment to Agency thereon. Notwithstanding any payments made by Advertiser to Agency, Company will look to Advertiser even if that Advertiser has theretofore made payment to Agency thereon, (i) while knowing that Agency had entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser to Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Company that Agency is delinquent under this or any other charge(s) between Company and Agency.

(c) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.

## 3.0 Terms of Payment

3.1 Company will bill Agency in advance of posting at the address set forth on page one (1) for the total of the Net Fees plus any Special Charges. Agency will pay Company thereon, at the address on bill, within thirty (30) days after date of invoice. If Agency or Advertiser fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of one and one-third (1 1/3%) percent per month of the outstanding balance of the invoice, or if less, to the maximum extent permitted by applicable law. In addition to late payment charges, at any time after default by Advertiser, the Company shall have the right at its sole option to either (i) accelerate and cause to be immediately due and payable all payments to be made which have not yet been made under this Contract; or (ii) cancel this Contract and to require immediate payment of the balance due, including the addition of the applicable short term rate, and to remove Advertiser's displays (without prejudice to any other rights the Company may have). Advertiser agrees to pay promptly the amount the Company determines to be due pursuant to this paragraph and to reimburse the Company for the reasonable expense it incurs in the collection of said amount, including but not limited to reasonable attorneys' fees and disbursements.

3.2 Client may audit any amounts paid under this Contract for one (1) year after the date of the last payment.

## 4.0 Rates

(a) Quoted rates are computed on the basis of twenty-eight (28) days to each period. Advertiser shall pay all applicable sales, use, and related taxes.

(b) Unless otherwise set forth on page one (1) of this Contract, (i) all rates are for use of space only, and do not include cost of designing, producing, delivering, installing, or erecting Display Material (when applicable); and (ii) service charges will be made for all changes in Display Material after the initial placement required under this Contract and Advertiser agrees to pay all expenses in connection with initial installation and removal as specified on Company's specification sheets, as well as subsequent changes of Display Material required under all contracts.

(c) The cost of standard electrical illumination for illuminated displays is included in the space rate as are regular cleaning of all display fixtures and maintenance of standard illumination. All advertising display fixtures will be

supplied by the Company. For unspecified sites, rates quoted are for non-selected positions and subject to rotation shifts.

## 5.0 Posters

### 5.1 Delivery

(a) As provided below, Agency will deliver to Company acceptable posters in sufficient quantity for proper display at no expense to the Company.

(b) The Advertiser shall supply coverage of posters as specified on Company's specification sheets. (Overage is not required for exhibit space and non-lit displays).

(c) Advertiser agrees to prepare and deliver sufficient Display Material (including overage) to designated service points, at Advertiser's expense, at least ten (10) calendar days prior to the Posting Date of this Contract or date for copy change. If Display Material is not received by the required date, or if Display Material does not conform to specifications, or if Advertiser delivers insufficient amount of Advertiser's material, the Company is hereby authorized, as its sole option and its sole discretion, to leave vacant or to post Display Material one (1) week after receipt, or soon thereafter as appropriate display space becomes available, subject to Section 5.2 below.

(d) Advertiser, at Advertiser's expense, shall supply replacements for any damaged or defaced Display Material. The Company is hereby authorized, without notice or liability, to remove and leave vacant or use substitute copy for any Display Material which may be defaced, damaged, or otherwise become deteriorated and for which Advertiser has failed to provide replacements. It is hereby agreed that non-use of space arising from Advertiser's failure to provide such replacement will not relieve Advertiser from obligation to pay for such space.

(e) Proof of Performance will be provided as described in the Outdoor Advertising Association of America, Inc. guidelines.

(f) Advertiser shall carry its own insurance relating to its Displays. The Company shall not be responsible for loss or damage in transit, nor during the period of exhibition, nor for the return at the termination of this Contract of Advertiser's Displays.

### 5.2 Shipping and handling fee for late delivery of posters

Posters for display in city street furniture or mall properties arriving after 5:00 pm on the Wednesday prior to Posting Date are subject to a fifteen (\$15) dollar net per poster additional charge in order to make the scheduled Posting Date. Posting of Displays may be delayed by one (1) week if Agency does not accept the fifteen (\$15) dollar net per poster additional charge and subject to the requirements of Section 5.0.

### 5.3 Production

Posters must conform to Company's specification sheets as provided to the Advertiser or Agency, as applicable.

5.4 All removal of copy shall occur after the end of the business day of the last day of a given campaign.

## 6.0 General

### 6.1 Termination and Loss of Service

(a) Any delay or failure by Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or similar causes beyond Company's reasonable control, will not constitute a breach of contract, but Agency will be notified as promptly as practicable and the Company, at its sole discretion, shall have the option of terminating this Contract or providing, pro rata, (i) equivalent extension of the Term; or (ii) additional placement. In the event of a failure to provide available illumination on at least ninety (90%) percent of the display fixtures, Agency will receive an extension of display or a fifteen (15%) percent discount for each non illuminated display fixture, at Company's election.

(b) Company will ensure that digital displays for this Contract shall be available, active, and operable for no less than ninety percent (90%) of the display time within any billing period. Company shall not be obligated to provide and credits or other discounts to Agency if Display Material is displayed for such ninety percent (90%) or more.

(c) When any existing display location is no longer available due to a loss of the structure for any reason, Company will replace such lost location with another location if available, or otherwise provide a pro-rata refund for the unavailable location.

(d) Company may, upon notice to Agency, terminate this Contract at any time upon material breach by Agency or Advertiser.

(e) Company reserves the right to use the Display for its own marketing presentations.

(f) Company shall have sole authority over the manner in which the Displays are placed, maintained, or removed, except as specified in this Contract.

### 6.2 Special Charges

Company may, from time to time, provide Agency with certain related advertising services for which Company shall charge Agency for Special Charges as specified on page one (1) of this Contract under "Additional Terms/Comments."

### 6.3 Cancellation

(a) This Contract is not subject to cancellation or assignment by Agency. Should Agency attempt to initiate or actually initiate an assignment, this Contract is automatically terminated.

(b) Unless otherwise specified on the face of this Contract, this Contract may only be cancelled in certain circumstances. Airports: If this Contract is for the sale of Display Materials to be exhibited in airport properties, it is not subject to cancellation by Advertiser. Malls, Chicago Street Furniture, Boston Street Furniture or New York City Street Furniture: If this Contract is for the sale of Display Materials to be exhibited in malls or on Chicago, Boston or New York City street furniture, it is not subject to cancellation after sixty (60) days prior to Posting Date in calendar quarter one (1) through calendar quarter three (3), and for calendar quarter (4) it is not subject to cancellation after ninety (90) days prior to Posting Date. Boston Kiosks: If this Contract is for the sale of Display Materials to be exhibited on Boston Kiosks, it is not subject to cancellation after ninety (90) days prior to Posting Date. San Francisco Street Furniture: If this Contract is for the sale of Display Materials to be exhibited on San Francisco city street furniture, it is not subject to cancellation after one hundred twenty (120) days prior to Posting Date.

(c) If, for any cause (other than the act of default of the Advertiser), any of the Display Material is not posted or exhibited after such Display Material has been accepted by the Company as approved for display under Section 6.4 "Suitability of Material" below, the Company will make a full proportionate allowance for the time of non-display or non-exhibition for such non-exhibited advertising at the end of the contracted term, and the Advertiser shall not have any further or other claim against the Company or entity having authority and control over the location where the advertising shall be displayed (the "Authority").

(d) If, for any cause beyond its control, the Company shall cease to have the right to continue the advertising covered by this Contract, the Company shall have the right to terminate the Contract and discontinue the service without notice.

### 6.4 Suitability of Material

(a) Company may reject or take down any advertising material, art, or copy submitted by Agency which it considers to be in violation of any stipulation of this Contract or any agreement granting the Company rights to sell advertising in an airport, on municipal street furniture, or at a mall property (a "Concession Agreement"), existing laws, or is lewd, obscene, profane, libelous, or offensive to the moral standards of the community, false, misleading or deceptive, or in any way inappropriately reflects upon the character, integrity, or standing of any organization or individual. It is hereby agreed and understood by Advertiser and/or Agency that the Company and/or the Authority has certain guidelines for advertising it installs and displays in locations it maintains under any Concession Agreement and that the following types of advertising are not permissible and will be wholly rejected in every instance: (i) Advertising that is legally obscene or sexually explicit or depicts sexual intercourse or other sexual acts; (ii) Advertising that portrays graphic violence, such as through the depiction of human or animal bodies, body parts or fetuses in states of mutilation, dismemberment, disfigurement, or decomposition; and (iii) Advertising that is directed to inciting or producing imminent lawless action and likely to produce such action, including, without limitation, unlawful action based on a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status, or sources of income. If so rejected, Agency will remain obligated to pay for the service for which the rejected material was submitted in accordance with this Contract and this Contract will remain in full force and effect; provided, however, that Company shall provide Advertiser the opportunity to submit revised copy for approval and Company and Advertiser shall negotiate a revised display schedule for advertising materials, art, or copy once such rejected material is revised, resubmitted and approved.

(b) Advertiser, Agency, and the Company hereby acknowledge and agree that the Authority may deny approval for placement of any advertising content which, in Authority's sole discretion, may be inappropriate for display in a setting used by the general public of all ages. Under no circumstances shall any advertising copy embody controversial, social, moral, or ethical issues. Any challenge to this right would be a breach of this Contract.

(c) Creative images must be submitted allowing for a minimum of a fifteen (15) calendar day review and approval period by the Company and pursuant to the relevant Concession Agreement (if applicable). (Exhibit space and non-lit displays may require longer approval periods and the Company shall not be held liable for any time lapses regarding approvals).

### 6.5 Indemnification

Advertiser/Agency shall be the owner of and responsible for the content of the Display. Company will hold Agency and Advertiser harmless against all liability including all claims, demands, debts, obligations, or charges, together with reasonable attorneys' fees and disbursements (all hereinafter referred to as "liability"), arising in connection with the negligent installation by the Company or maintenance of the Display. Agency and Advertiser will indemnify and hold Company and the Authority, their officers, directors, and agents harmless against all liability, including attorneys' fees, whether such claims are made pursuant to statute or under common law arising in connection with a claim related to (i) the message of the content of the Display, including, without limitation, artwork, 3-

dimensional, video/digital or exhibit elements and written copy furnished by Agency or Advertiser; (ii) the content of the Display or any material presented by

Agency or Advertiser pursuant to this Contract which infringes in any manner any copyright, patent, trademark, trade secret, or any other intellectual property right of any third party; (iii) content which contains any material or information that is obscene, defamatory, libelous, slanderous, or that violates any law or regulation; (iv) content that violates any rights of any person or entity, including, but not limited to, rights of publicity, privacy, or personality; (v) content that has resulted in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any third party; or (vi) content that is subject to any fees, royalties, licenses, or any other payments to any third party. Agency or Advertiser shall not enter into any settlement or compromise of any such claim, which settlement or compromise would result in liability to Company, without Company's prior written consent.

### 6.6 Compliance

(a) Company's obligations hereunder are subject to the terms and conditions of any licenses held by it (including any agreement with the Authority) and to applicable federal, state, and local laws and regulations.

(b) All Display Material furnished by Agency or Advertiser hereunder will at all times comply with all applicable federal, state, and local laws and regulations.

(c) Advertiser and/or Agency represents that it has all the necessary and lawful rights and/or has obtained all necessary releases relating to the content of the Display, and that no third-party rights have been or will be infringed.

(d) Advertiser and/or Agency hereby acknowledge that it is not any Authority's intent to create a public forum at the relevant locations through the acceptance of advertising.

### 6.7 Entire Agreement

This Contract (and the applicable rate card) contains the entire understanding between the parties and cannot be changed or terminated orally. If there is any inconsistency between these standard terms and conditions and a provision on page one (1) hereof, the latter will govern. Delay or failure of either party to enforce any of the provisions hereof will not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of receipt, and addressed to Agency at the address on page one (1) hereof and to Company at 3 Park Avenue, 33<sup>rd</sup> floor, New York, NY 10016. This Contract shall be deemed to have been made in New York and is governed under the laws of the State of New York and the parties to this Contract hereby submit to the jurisdiction of the courts in New York City.

### 6.8 Equal Employment Opportunity Employer

Company is an equal employment opportunity employer. Company shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any Concession Agreement, management contract, subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

### 6.9 Bankruptcy, Creditor Rights and Debts Coming Due

If Agency or Advertiser shall (a) have an order for relief entered with respect to it under the Federal Bankruptcy Code, (b) make an assignment for the benefit of creditors, (c) have an involuntary petition under the Federal Bankruptcy Code filed against it, (d) have a receiver, custodian, trustee, examiner, liquidator, or similar official appointed for Agency or Advertiser or any of its property or any substantial part of its property, (e) institute any proceeding seeking an order for relief under the Federal Bankruptcy Code or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (f) have admitted in writing or otherwise that it is unable to pay its debts as such debts become due, or (g) take any corporate action to authorize or effect any of the foregoing actions set forth in this Section 6.9, then the Company shall have the right to terminate this Contract immediately.

### 7.0 Other Terms and Conditions

#### 7.1 Innovate Campaigns

(a) Advertiser will indemnify and hold Company harmless from any and all liability arising out of any loss or damage to any product placed into a Showcase Unit owned by Company while one display in the Showcase Units.

(b) Advertiser or owner of such products or materials shall not make any claim against the Company and and/or any person or persons on whose premises the advertisements are displayed in respect to loss or damage to property or accident to persons, however caused.

(c) For Innovate Campaigns, Advertiser shall be responsible for technological installation costs incurred by the Company, if notice of cancellations is provided less than sixty (60) days prior to Posting Date.

(d) Agency and Advertiser will indemnify and hold Company and the Authority, their officers, directors, and agents harmless against all liability, including attorneys' fees, whether such claims are made pursuant to statute or

under common law arising in connection with a claim related injury, damage or harm of any kind to any third party caused in whole or in part from such Innovate Campaign.

#### **7.2 Advertising Contracts at Los Angeles World Airports ("LAWA")**

(a) If this Contract is for the sale of Display Material at Ontario International Airport ("ONT"), this Contract is expressly subordinate to and subject to the terms and conditions of Agreement No. LAA-8371. Advertiser and Company acknowledge that LAWA may deny approval for placement of any advertising copy or content which, in LAWA's sole discretion, may be inappropriate for display in an airport setting used by the general public of all ages. Displays shall be of such high caliber as to contribute to the establishment of the airport's terminals as prestige locations for commercial advertising. The advertising message shall be in good taste, professionally developed, and presented in a manner that enhances the image of the airport. Under no circumstances shall displays embody controversial, social, moral, political or ethical issues. Advertiser and Company hereby acknowledge that it is not LAWA's intent to create a public forum at the ONT through the acceptance of advertising.

(b) If this Contract is for the sale of Display Material at Los Angeles International Airport ("LAX"), this Contract is expressly subordinate to, and subject to, the terms and conditions of the Terminal Media Operator Concession Agreement No. LAA-8796. Advertiser and Company acknowledge that all Display Material shall be subject to the approval of the LAWA Executive Director as to content and form pursuant to the following standards: Company shall insure that all Display Material conforms to standards of good taste which generally prevail in the placing of commercial advertising in public places. Company shall not display or otherwise produce or publish any of the following types of Display Material: (i) advertising which is obscene or indecent, or promotes hatred, bigotry, violence or intolerance, or which is offensive to the moral standards of the community or contrary to prevailing standards of adults in the greater metropolitan area of the City of Los Angeles as to suitability for display to a captive audience which include minors; (ii) advertising which is deceptive, false or misleading in anyway; (iii) advertising which proposes an illegal transaction; (iv) any advertising which is illegal under applicable Law, including without limitation, under the Lanham Act, California trademark and unfair competition laws, the patent and copyright laws of the United States, and California Business and Professions Code Sections 17200 and 17500; (v) advertising which in anyway reflects negatively on the character, integrity, or standing of any individual, firm or corporation; (vi) political advertising or advertising of sexual contraceptives, tobacco, or adult-oriented businesses; (vii) content that violates and Intellectual Property rights of a third party; or (viii) advertising of (x) any rental car company that is not a concessionaire of the LAX, or (y) any automobile parking lot or automobile parking garage that is not located at LAX.

#### **7.3 Advertising Contract at Hawaii Airports**

If this Contract is for the sale of advertising display for pre-arranged ground transportation at Hawaii Airports, such advertising display message shall not, in any manner, present pricing information for the ground transportation or services.

**7.4 Advertising Contracts for New York City Street Furniture.** If this Contract is for the sale of Display Material on New York City Street Furniture, the Advertiser/Agency expressly agrees should the Company's contract with the City of New York expire or be terminated that the City of New York may assume all of the company's rights and obligations under this Contract.