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# Advertising Policy

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## Syracuse Regional Airport Authority

1000 Col. Eileen Collins Blvd  
Syracuse, NY 13212  
(315)454-3263  
[www.flysyracuse.com](http://www.flysyracuse.com)  
12.01.2022

**POLICY:** The primary purpose of advertising at the Syracuse Regional Airport Authority (“SRAA”) is to generate non-aeronautical revenue to make the airport self-sustaining through commercial advertising and the enhance travel and business in the State of New York. The display of advertising is not intended to provide a public forum for communication and debate, but rather to utilize the SRAA in a proprietary capacity to generate revenue. The SRAA’s advertising program shall be operated in a manner that does not negatively affect the goodwill of the Airport’s passengers and tenants and does not diminish the reputation of the Authority.

**PREMISES:** The SRAA grants Advertiser/Agency's a license to use a particular advertising space at Syracuse Hancock International Airport as identified in the SRAA's Advertising Agreement.

**AGREEMENT/CONTRACT:** The SRAA will prepare a contract for Advertiser/Agency to sign to include the following: Advertiser/Agency information, signage location(s), size, cost, term of contract, terms and conditions and signature page. See sample agreement attached labeled Exhibit A.

**TERM OF CONTRACTS:** Term of contracts can range from a minimum of 6 months up to 3 years unless otherwise noted by the SRAA. There is a discount identified with a two-year agreement of 5% and with a 3-year agreement of 10%. This will be identified on Page 1 of the Advertiser/Agency's agreement. Upon the expiration or other termination of the Agreement, the Advertiser/Agency's right to use the Licensed Space and its privileges herein granted shall cease and the Advertiser/Agency shall forthwith upon such expiration or termination surrender the same. The Advertiser/Agency has the right of first refusal on their current advertising location providing that the contract is renewed in writing before the expiration date. The contract may continue a month-to-month basis if agreed to by the Authority.

**FEE:** Monthly fees shall be set by the SRAA and may change periodically. Production cost of signage will be set by the Authority per signage quotes received. There will be a 15-20% administration fee tacked on production cost which is passed on to the Advertiser/Agency. The administration fee is to cover the cost of the staff's time and effort in coordinating with the Advertiser/Agency and the Production Companies. Staff coordination entails requesting quotes, templates, approval of artwork, coordination of companies to erect the signs, working with SRAA staff to add outlets, signatory training for badging of production companies, etc.

The SRAA will bill for the monthly license fee and payment is due in full no later than 30 days after invoice date. Production Fees are due immediately. Except as may or expressly be provided in the Agreement, no event or situation during the term of the Agreement, whether foreseen or unforeseen, and however extraordinary, shall relieve Advertiser/Agency from its obligations hereunder to pay the monthly license fee, or entitle Advertiser/Agency to an abatement or offset of the monthly license fee; 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 monthly license fee for any reason. All monthly license fees are for use of Licensed Space only, and do not include cost of designing, producing, delivering, installing and uninstalling of material.

**TRADE AGREEMENT:** All Trades are subject to the approval of the SRAA. Both parties agree to furnish proof of performance in the form of a memo, billing or invoice. Trades received by the SRAA can be used for Business Development or Employee Appreciation purposes.

**NOT-FOR-PROFIT ORGANIZATIONS:** The SRAA will have a certain number of locations for Not-For-Profit Groups. The SRAA will offer Not-For-Profit Groups a discounted rate for advertising. These locations will be available in 3-month increments unless otherwise mutually agreed upon between the Advertiser/Agency and the SRAA

**NO HOLDING OVER:** Advertising Agreements will not automatically renew. Agreements will only be renewed in writing. Advertiser/Agency must indicate its intention to renew, in writing, no more than sixty (60) days and no less than thirty (30) days prior to the expiration of this contract. By doing so it will guarantee its license to use the same Licensed Space in this agreement in its renewal agreement. If notice of intent to renew is not received by thirty (30) days prior to expiration date of this agreement, then the Advertiser/Agency's license to use this space shall be deemed abandoned as of the expiration date of this agreement unless otherwise noted by the SRAA.

**LATE PAYMENT OR FINANCE CHARGE:** 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 bank, the SRAA 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. Unpaid balances outstanding 60 days from invoice date subject the Advertiser/Agency to collection efforts which may result in notice of default. The Advertiser/Agency will be responsible for all cost associated with the event of default.

**ASSIGNMENT:** Advertiser/Agency may not assign any interest in the Licensed Space or its Agreement with SRAA without the express written permission of the SRAA.

**DISPLAY CONTENT AND APPROVAL:** Advertiser/Agency is responsible for preparing the artwork file per the template size and style provided by the SRAA. All advertisements, including the text, content, and graphics, shall be approved by the SRAA prior to production, installation, or placement of the advertisement in the Licensed Space. Advertisements shall not contain material which the SRAA deems inappropriate, immoral, offensive, or objectionable. Political and religious messages are not allowed. 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 SRAA liable to any claims or proceedings whatsoever. The advertisement must comply with all federal, state, and local laws and regulations. The SRAA has the right to deny signage for any reason.

**DISPLAY MATERIAL, INSTALLATION AND DEINSTALL:** Advertiser/Agency will be responsible for preparation and delivery of the electronic files/artwork required to produce the display material to designated SRAA representative without expense to the SRAA at the required minimum time communicated by the SRAA before the date of commencement of Agreement or desired date of change. Artwork must come ready to use. If Advertiser/Agency needs help with Artwork, the SRAA can refer Advertiser/Agency to a Graphic Designer that would be a separate contract between said Advertiser/Agency and Graphic Designer. If Advertiser/Agency's materials are not received by the required date, the SRAA is authorized at its sole option to leave vacant or use substitute display material in Licensed Space until Advertiser/Agency's materials are received and installed, and Advertiser/Agency agrees it will pay for such use of the Licensed Space. If signage becomes worn due to length of time displayed or for other reasons, it is the responsibility of the Advertiser/Agency to replace the signage in a timely manner. The SRAA will advise Advertiser/Agency of the need for replacement and current cost

and allow 1 month for artwork and production. Once Signage is on display at the Airport, the SRAA will take photos of the area and send them to the Advertiser/Agency.

**EQUIPMENT AND MAINTENANCE:** Kiosks, vitrines, fabric boxes and monitors are the property of the SRAA unless otherwise noted in this Agreement. Routine cleaning and maintenance of displays is included by the SRAA in the license fee. Advertiser/Agency shall supply replacements for any damaged or defaced display materials and provide for the installation/uninstallation of any defective materials.

**SRAA NOT LIABLE FOR DAMAGE:** The SRAA 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 SRAA 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 SRAA 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 SRAA, unless the damage is proved to be the result of the willful misconduct of the SRAA.

**INDEMNIFICATION:** Advertiser/Agency shall indemnify, defend (at Advertiser/Agency's sole expense) and hold harmless the SRAA, 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.

**DEFAULT:** In the event of a default by Advertiser/Agency in the performance of any covenant, term, condition or obligation 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 SRAA, the SRAA may pursue any and all legal remedies available, including termination of this Agreement. As part of recovery, Advertiser/Agency shall pay all costs including, but without limitation, cost associated with removal of material and attorney fees incurred by the SRAA in enforcing the terms of this Agreement.

**TERMINATION:** The SRAA may terminate Advertising Agreement at will, with or without cause, at any time, upon thirty (30) days written notice of termination from the SRAA to the Advertiser/Agency. In the event the SRAA terminates the Agreement, Advertiser/Agency shall pay the monthly license fee, prorated through the day of termination, within thirty (30) days after the date of billing.