



Advertising Policy

Syracuse Regional Airport Authority

1000 Col. Eileen Collins Blvd
Syracuse, NY 13212
(315)454-3263
www.flysyracuse.com
09.12.2025

PURPOSE OF POLICY: The Syracuse Regional Airport Authority (“SRAA”) allows advertising in designated areas of the Syracuse Hancock International Airport (the “Airport”) for the purpose of generating non-aeronautical revenue and to enhance travel and business in the State of New York. By allowing advertising in SRAA-designated areas of the Airport, SRAA does not intend to provide a public forum for communication and debate, but rather to operate such areas of the Airport in a manner consistent with the SRAA’s proprietary interest and as a non-public forum. To that end, this Advertising Policy (this “Policy”) is intended to ensure the SRAA’s advertising program is operated and administered in a manner that will not diminish or negatively affect the goodwill or reputation of the Airport or the SRAA, will not negatively impact or agitate Airport passengers and/or tenants, will not disrupt or threaten to disrupt the safe, secure, orderly, and efficient operation of the Airport or the security thereof, and ensures the Airport is a welcoming and attractive space for its diverse travelers and businesses by fostering and maintaining a tranquil, family-friendly atmosphere, environment, and passenger experience. This Policy achieves these goals by imposing reasonable, objective, content-based, viewpoint-neutral standards on all advertisements at the Airport.

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

AGREEMENT/CONTRACT: The SRAA will prepare a contract (the “Agreement”) 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 hereto as Exhibit A.

TERM OF CONTRACTS: For static advertisements, term of Agreements can range from a minimum of 6 months up to 3 years, unless otherwise noted by the SRAA. For digital advertisements, the term can range from 1 month 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 therein 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 provided it indicates its intention to renew, in writing, no less than ninety (90) days prior to the expiration of the Agreement and the Agreement is renewed in writing before said expiration date. The Agreement may continue on a month-to-month basis if agreed to by the Authority.

FEE: Monthly fees shall be set by the SRAA and may change periodically (the “License Fee”). The SRAA may, in its sole discretion, offer Not-For-Profit Groups a discounted rate for advertising. Production cost of signage will be set by the Authority per signage quotes received. There will be an administration fee (“Administrative Fee”) tacked on all production costs incurred by the SRAA, which is passed on to the Advertiser/Agency (collectively, the “Production Fees”). The Administration Fee is to cover the cost of the staff’s time and effort in coordinating with the Advertiser/Agency and all third-party entities contracted or engaged by the SRAA to design, develop, fabricate, install, de-install, or otherwise contribute to the creation and execution of advertising displays (“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 (i.e., Production Fees).

TRADE AGREEMENT: The provision of advertising Premises in exchange for goods, services, or promotional value of equivalent worth provided by the Advertiser/Agency ("Trade") shall be subject to the approval of the SRAA. The value of the exchanged items or services shall be reasonably determined and agreed upon in writing by both parties. 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.

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 less than ninety (90) days prior to the expiration of its Agreement. By doing so it will guarantee its license to use the same Licensed Space in its renewal Agreement. If notice of intent to renew is not received at least ninety (90) days prior to the expiration date of the Agreement, then the Advertiser/Agency's license to use this space shall be deemed abandoned as of the expiration date of the 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 per 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. Advertiser/Agency shall submit all advertisements,

including the text, content, and graphics (collectively, “Advertising Content”), to the SRAA for approval prior to production, installation, or placement of the advertisement in the Licensed Space in accordance with the restrictions and standards set forth herein.

PERMITTED ADVERTISING CONTENT. SRAA shall only approve Advertising Content with subject matter falling within one of the following categories, provided that the Advertising Content does not contain Prohibited Advertising Content, as defined below:

1. **Commercial and Promotional Advertising.** Commercial and promotional advertising that promotes or proposes a commercial transaction, the patronage of a commercial business, a particular commercial industry, trade, service, or business, tourism, travel, employment opportunity, or economic development.
2. **Governmental Advertising.** Advertising sponsored by a governmental entity or entities that contains messages that advance a specific government purpose, or advertising that generally promotes the SRAA, the Airport, the City of Syracuse, the region, or the State of New York.

PROHIBITED ADVERTISING CONTENT. SRAA prohibits all Advertising Content, regardless of subject matter, including displays of weblinks or QR codes leading to internet-based content, which falls within one or more of the following categories (“Prohibited Advertising Content”):

1. **Political.** Advertising that addresses, promotes, or opposes a candidate or candidate(s) for public office, a political party, a ballot measure, any proposed or contemplated legislation, rule, or regulations, or any other action, inaction, prospective action, or policy of a government entity or of an elected or appointed official.
2. **Religious.** Advertising that addresses, promotes, or opposes the existence or non-existence of a deity or deities, a specific religion, religious beliefs or lack thereof, or any symbols commonly associated with any religion or deity.
3. **Libelous Speech or Copyright or Trademark Infringement.** Advertising that is libelous or that infringes or violates any copyright, trademark, or intellectual property law or any other personal or proprietary right of any person/entity or may render the SRAA liable to any claims or proceedings whatsoever.
4. **Illegal Activity.** Advertising that promotes any activity or product that is illegal under federal, state, or local laws and regulations, or advertising that is otherwise in violation of any federal, state, or local laws and regulations.
5. **Discrimination.** Advertising that promotes or encourages discrimination or discriminatory activity on any basis, including, but not limited to, a person’s race, color, age, gender, religion or lack thereof, disability, national origin, ancestry, sexual orientation, marital or parental status, military service, or discharge status.

6. **Disparagement.** Advertising that disparages, demeans, ridicules, is abusive or hostile to, or reflects negatively on the character, integrity, or standing (or could reasonably be interpreted as such) of any individual, group, entity, business/profession, religion, organization, or governmental entity, including advertising that portrays such individuals, entities, or groups as inferior, evil, unlawful, objectionable, or contemptible.
7. **Profanity or Violence.** Advertising that includes any profanity, bigotry, or intolerance, images or descriptions of violence, gore, cruelty, torture, death, serious bodily injury, dismemberment, mutilation, decomposition, or disfigurement, to any living being, or describes or promotes violence or any organization that advocates violence.
8. **Obscene or Sexual Content.** Advertising that promotes obscene, sexual, or sexually-oriented businesses, services, or conduct, that contains language, images, or depictions that are obscene, sexually suggestive, sexually prurient, or involve sexual innuendo, or that contains nudity.
9. **False, Misleading, or Deceptive.** Advertising that is false, misleading, or deceptive.
10. **Tobacco or marijuana products.** Advertising that promotes tobacco, nicotine or marijuana products, tobacco, nicotine or marijuana related products, including e-cigarettes, vapor pens, and other substitute forms of tobacco, nicotine or marijuana products.
11. **Firearms.** Advertising that promotes or solicits the sale, rental, distribution, discharge, or availability of firearms or products or services related to firearms.
12. **Direct Competition with Airport.** Advertising that describes or promotes a service, product, or business in direct competition with the SRAA's business objectives or Airport services.
13. **Disruptive to Airport Operations.** Advertising that is so objectionable to contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the safe, secure, or efficient operation of the Airport.
14. **Implication of SRAA Viewpoint.** Advertising that expresses or implies that the content or viewpoint of the advertisement is shared or promoted by the SRAA or otherwise attributed to the Airport without the express prior written consent of the SRAA.

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 the designated SRAA representative without expense to the SRAA at the required minimum time communicated by the SRAA before the date of commencement of the 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 procure replacement signage in a timely manner; the SRAA will coordinate the production of such replacement display materials. The SRAA will advise Advertiser/Agency of the need for replacement and current cost, i.e., Production Fees, 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 pay all Production Fees associated with the replacement of any damaged or defaced display materials, including for the installation/uninstallation of any defective materials; the SRAA will coordinate the production of such replacement display 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: To the extent permitted by law, 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 the Agreement. As part of recovery, Advertiser/Agency shall pay all costs including, but without limitation, costs associated with removal of material and attorney fees incurred by the SRAA in enforcing the terms of this Agreement.

TERMINATION: The SRAA may terminate an 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.

Advertising Agreement
 Syracuse Regional Airport Authority
 Syracuse Hancock International Airport
 1000 Col. Eileen Collins Blvd
 Syracuse NY 13212 www.flysyracuse.com



Contract # _____

Choose how you would like to be billed below:

Billing Frequency: ☐ Monthly ☐ Annually ☐ Full Contract

Billing terms are Net 30 days. Outstanding balances are subject to finance charges

Advertiser Information ☒ Invoice this Address

Agency Information ☐ Invoice this Address

Company	
Contact Name	
Address	
City/State/Zip	
Phone	
Email	
P.O. #	
Billing Contact Name & Number:	

Company	
Contact Name	
Address	
City/State/Zip	
Phone	
Email	
P.O. #	
Billing Contact Name & Number:	

Display Type	Size & Location	Agreement Term	Monthly License Fee	Total Rate
Wall Wrap	56.5" X 100"	1 Year	\$550	\$6,600

Less 5% 2 year contract

Less 10% 3 year contract

Contract Term:

Special Instructions: (*Note: all artwork must be approved by the airport prior to final production.)

Production Fees:	\$603.75
Total Net: Sales Tax:	
Total Contract:	\$7,203.75

Advertising Agreement

Syracuse Regional Airport Authority
Syracuse Hancock International Airport
1000 Col. Eileen Collins Blvd
Syracuse NY 13212 www.flysyracuse.com
Contract # _____



This Advertising Agreement ("Agreement") is made and entered into this _____th day of _____, 202____, by and between the Syracuse Regional Airport Authority ("SRAA"), and _____ ("Advertiser") with offices located at _____. Advertiser and Agency are referred to collectively in this Agreement as "Advertiser/Agency." The parties hereto have caused this Agreement to be executed as of the day and year first written above, and subject to the Terms and Conditions provided herein.

Syracuse Regional Airport Authority

Print Name: Linda Ryan

Print Name: _____

Signature: _____

Signature: _____

TERMS & CONDITIONS

1. **Premises:** The SRAA hereby grants to Advertiser/Agency a license to use the advertising space at Syracuse Hancock International Airport (the "Airport") as identified in this Agreement ("the Licensed Space"). The SRAA reserves the right to assign Advertiser/Agency a different License Space as necessary to accommodate Airport terminal or related facilities construction or other Airport-related requirements. Any such relocation shall be at the SRAA's sole direction.
2. **Term:** The term of this Agreement is identified on Page 1 of this 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.
3. **No Automatic Renewal or Holding Over:** This Agreement will NOT automatically renew or extend. This Agreement can ONLY be renewed or extended in writing and with the express written agreement of SRAA. All renewals and/or extensions will be subject to revised Fees, terms and other conditions for any such renewal or extension period. Advertiser/Agency must indicate its intention to renew or extend, in writing, at least ninety (90) days prior to the expiration of this contract. Any notice of renewal or extension shall not be binding on the SRAA. Renewals and/or extensions must be expressly agreed to, including all fees and terms and conditions, in writing with the SRAA. The availability of the same Licensed Space for any renewal or extension cannot be guaranteed. To the extent available, Advertiser/Agency has the right of first refusal on their current Licensed Space provided it indicates its intent to renew, in writing, at least ninety (90) days prior to the expiration of the Agreement and the Agreement is renewed in writing before said expiration date. If notice of intent to renew is not received by ninety (90) days prior to expiration date of this Agreement then the Advertiser's/Agency's license to use this space shall be deemed abandoned as of the expiration date of this Agreement.
4. **Fees:** Advertiser/Agency shall pay the license fee which will be billed: for monthly billing, on the first day of each month of service; for annual billing, upon term commencement for each applicable year; or, for full contract billing, upon term commencement ("License Fee"). Payment is due in full no later than 30 days after invoice date. Except as may or expressly be provided in this Agreement, no event or situation during the term of this 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 ("Production Costs"). A SRAA Administration Fee to cover the cost of SRAA staff's time and effort in coordinating with the Advertiser/Agency and all third-party entities contracted to design, develop, fabricate, install, uninstall, or otherwise contribute to the creation and execution of advertising displays is tacked on to all Production Costs (collectively, "Production Fees"), which Production Fee is passed on to the Advertiser/Agency as identified on Page 1 of the Agreement. Fees indicated in this Agreement are not subject to advertising agency commission from the SRAA.
5. **Late Payment Finance Charges:** If any payment required hereunder by Advertiser/Agency is not made within thirty (30) days of the invoice due date, Advertiser/Agency shall pay monthly finance charges on the unpaid amount of one-and-one-half percent (1.5%) per month until paid in full. If any check tendered by Advertiser/Agency in payment of fees or charges under this Agreement is not paid upon presentation by Advertiser/Agency's 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 per 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 costs associated with the event of default.
6. **Assignment:** Advertiser/Agency may not assign any interest in the Licensed Space or this Agreement without the express written permission of the SRAA.
7. **Display Content and Approval:** All advertisements, including the text, content and graphics, shall be approved by the SRAA prior to installation, placement, or erection of the advertisement in the Licensed Space in accordance with the SRAA's Advertising Policy, as may be amended (available at: <https://syrairport.org/about-us/policies-and-procedures/>). Advertisements shall not contain Prohibited Advertising Content, as defined in SRAA's current Advertising Policy. 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 and will not 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, consistent with its current Advertising Policy.
8. **Display Material, Installation and Uninstallation:** Advertiser/Agency will be responsible for preparation and delivery of the electronic files required to produce the display material to the designated SRAA representative without expense to the SRAA at the required minimum time communicated by the SRAA before the date of commencement of the Agreement or desired date of change. 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 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 procure replacement signage in a timely manner; the SRAA will coordinate the production of such replacement display materials. The SRAA will advise Advertiser/Agency of the need for replacement and current cost, i.e., Production Fees, and allow 1 month for artwork and production.
9. **Equipment and Maintenance:** Kiosks, vitrines 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 pay all Production Fees associated with the replacement of any damaged or defaced display materials, including for the installation/uninstallation of any defective materials.
10. **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.
11. **Indemnification:** To the extent permitted by law, 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. Advertiser and Agency shall be jointly and severally liable for the performance of the Advertiser/Agency's obligations under this Agreement and under this Section 11.
12. **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.

13. **Termination:** The SRAA may terminate this 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 this Agreement, Advertiser/Agency shall pay the monthly license fee, prorated through the day of termination, within thirty (30) days after the date of billing.
14. **Notices:** All notices given or to be given by either party to the other shall be given in writing, sent certified mail, return receipt requested, and shall be addressed to the parties at the addresses set forth below or at such other addresses as the parties may by written notice designate:
Airport: Advertiser/Agency:
Syracuse Regional Airport Authority See Address Above
Attn: Terminal Concessions & Advertising
Manager
1000 Col. Eileen Collins Blvd.
Syracuse NY 13212
15. **Rules and Regulations:** Advertiser/Agency shall observe and obey all rules, policies, and regulations adopted by the SRAA.
16. **Nondiscrimination:** Advertiser/Agency for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that, in performing its services under this Agreement, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by the Advertiser/Agency. Advertiser/Agency shall comply with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and as said regulations may be amended. The SRAA reserves the right to take such action as the United States government may direct to enforce this covenant. In the event of Advertiser/Agency's noncompliance with the nondiscrimination provisions of this Agreement, the SRAA shall impose such contract sanctions as it or the DOT, or its subdivisions, may determine to be appropriate, including but not limited to cancellation, termination or suspension of this Agreement, in whole or in part.
17. **Place of Performance, Governing Law and Choice of Venue:** This Agreement is made, entered into and intended to be performed in the State of New York, and shall in all aspects be interpreted and governed under the laws of the State of New York without regard to its conflicts of laws principles. The parties hereby consent to the venue and jurisdiction of any federal or state court sitting in the County of Onondaga, State of New York or the Northern District of New York in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
18. **Compliance with the Law:** Advertiser/Agency agrees to abide by all federal, state, and local laws, ordinances and regulations in its performance under this Agreement.
19. **Amendments:** The parties hereto covenant and agree that during the term

hereof, the SRAA may unilaterally modify this Agreement upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission rulings or opinions. This article shall not preclude the Advertiser/Agency from contesting said rulings or opinions, but Advertiser/Agency shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

20. **Entire Agreement/No Merger:** This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
21. **Waiver:** The failure of the SRAA to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that the SRAA may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
22. **Successors in Interest:** The terms, covenants and conditions of this Agreement apply to and are binding on the permitted successors and assigns of the parties to this Agreement.
23. **Counterparts and Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which is an original but all of which together shall constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged. Facsimile or electronic (PDF) signatures of this Agreement shall have the same validity as an original hand signed instrument.
24. **Not Construed Against the Drafter:** The parties agree that the language of all parts of this Agreement shall be construed as a whole, according to its fair and plain meaning. The parties agree that any questions regarding the interpretation of the language of this Agreement shall not be interpreted against the drafter.
25. **Subordination:** It is mutually agreed that this Agreement shall be subordinated to the provisions of any law, statute, ordinance, regulation and requirement of any federal, state, or local government and any existing or future Agreement between the SRAA and the United States of America, or the SRAA and the State of New York.
26. **Severability:** Should any provision of this Agreement be held to be illegal, void or unenforceable such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement which shall remain in effect.
27. **Authorization:** The persons executing this Agreement hereby represent and warrant that they have carefully read this Agreement, and that they have the full right, power, and authority to sign this Agreement.
28. **Knowingly and Voluntarily:** The Advertiser/Agency acknowledge that they have carefully read this Agreement and know and understand its contents and execute it under their own free act and deed, and enter into the Agreement knowingly and voluntarily. The Advertiser/Agency also acknowledge that they have been advised to consult with an attorney prior to executing this Agreement and have either done so or chosen not to do so.