PROPOSAL DOCUMENTS

BILLBOARD DISPLAY ADVERTISING CONCESSION AGREEMENT

AT

Request for Proposal Reference #2026-04

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April 1, 2026

Issued: April 1, 2026
Submission Deadline: April 27, 2026, at 2 PM ET

IMPORTANT NOTICES: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until the Authority executes the contract. Proposers are prohibited from contact related to this procurement with any Syracuse Regional Airport Authority member, officer, staff or employee other than the designated contact person (if any) and/or the designated email address for contact. Please refer to Sections 2.2 and 2.3 below.

All contacts/inquiries shall be made by **email only** to **bids@syrairport.org**.

Proposers interested in being notified when any updates to this RFP are made (including but not limited to Addenda, Amendments, Q&A's, etc.) and posted to our website, please send an email indicating your interest at bids@syrairport.org with the subject line "RFP Reference #2026-04".

ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO 2:00PM ON APRIL 27, 2026

PROPOSALS ARE ONLY ACCEPTED ELECTRONICALLY AND MUST BE ADDRESSED TO:

bids@syrairport.org

PLEASE PRINT THE WORDS "RFP REFERENCE #2026-04" ON THE FRONT OF THE PROPOSAL.

SECTION 1. GENERAL INFORMATION

1.1. Background

The Syracuse Regional Airport Authority (the "Authority") was created by the New York State Legislature on August 17, 2011, by Chapter 463 of the Laws of 2011. The Authority is the operator of the Syracuse Hancock International Airport in Syracuse, New York (the "Airport"). The Authority is a New York State public benefit corporation established for the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure air travel in the region, (iv) providing citizens with efficient and economical air transportation options, and (v) to protect and enhance the natural resources and quality of the environment.

1.2. Intent and Purpose of this RFP

The Authority intends to grant to a qualified, innovative, and financially sound entity (the "Proposer") the exclusive right and privilege, subject to the terms and exceptions set forth in the Billboard Display Advertising Concession Agreement (the "Agreement"), to finance, design, construct, install, operate, manage and maintain a high-quality Billboard Display Advertising Concession within designated areas ("Assigned Areas") at the Airport.

The billboards ("Billboard Displays") shall be developed and operated at the sole cost and expense of the successful Proposer and shall be awarded for an initial term of ten (10) years, with two (2) additional five (5) year renewal options, exercisable in accordance with the terms of the Agreement.

The award will be based upon the proposal submitted in response to this solicitation, including all required submissions and supporting documentation (collectively, the "Proposal Documents"), and shall be subject to the conditions, covenants, and requirements set forth in the Agreement attached hereto and incorporated herein by reference.

The purpose of the Agreement is to provide first-class, high-quality outdoor Billboard Display advertising services which provide a venue for local, regional, national and international companies and individuals to enter into advertising agreements with the Proposer for the limited use of placing advertisements (the "Advertisements") in the Billboard Displays to market their products.

The attached form of Agreement is the form of Agreement that the Authority contemplates will be executed by the parties. Any requested changes to this form of Agreement must be submitted in writing to the Authority on or before the proposal submission deadline in accordance with Section 2.4 and as set forth in Sections 1.3 and 1.9.

The Authority reserves the right to Award the Agreement based on Proposals received, with or without negotiations.

A comprehensive description of the Billboard Display Advertising Concession can be found at **Exhibit A** to this RFP

1.3 Key Dates in the RFP Schedule

It is anticipated that a Project award will be made in connection with this Request for Proposals (RFP) based on the following schedule:

Event	Dates
Issuance of Request for Proposal	**April 1, 2026**
Non-Mandatory Pre-Proposal Conference Meeting & Site Visit	**April 7, 2026 at 1:00PM ET –** (See Section 1.10)

Respondent Proposal Questions/Clarifications Due to bids@syrairport.org	**April 10, 2026 at 2:00PM ET**
SRAA Final Response to Proposer's Questions	**April 15, 2026**
Proposal Submission Deadline via e-mail to bids@syrairport.org	**April 27, 2026 by 2:00PM ET**
Proposal Evaluation Period and Proposer Interviews (if applicable)	**Begins April 28, 2026**
Award of Contract by the Authority[1]	**No earlier than May 5, 2026**

Please note: *The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will post the change(s) on the Authority's website, which is part of the Syracuse Hancock International Airport website (*https://syrairport.org/sraa/bids-rfp-rfq/). *Interested parties that receive this RFP or access it from a source other than the Authority do so at their own risk and assume the responsibility for ensuring they have all current information and requirements.*

1.4 Amendment or Termination of RFP

RFP Amendment, Cancellation/Postponement: The Authority reserves the right to amend, cancel or postpone this RFP at any time without penalty. The Authority reserves the right to terminate or cancel any contract awarded pursuant to this RFP, either pre or post execution, or any part of said contract, immediately upon notice mailed or delivered by the Authority to the selected Proposer.

1.5 Unbalanced Proposals

The Authority reserves the right to reject any and all proposals at any time not deemed in the best interest of the Authority and to reject as informal such proposals, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.

1.6 Questions or Requests for Information or Clarification

Any questions, requests for information or clarification regarding this RFP should be submitted via email, citing the relevant RFP page(s) and section(s), no later than 2:00 PM ET on April 10, 2026 to bids@syrairport.org. Please include RFP Reference #2026-04 in the subject line.

Questions will not be accepted other than by email, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be posted on the Authority's website at syrairport.org/sraa/bids-rfp-rfq/. All Proposers that have provided their email address to bids@syrairport.org indicating their interest

[1] As both a New York State public benefit corporation and a recipient of FAA grant monies, the Authority is required to include certain mandatory State and Federal clauses in all of its contracts. These clauses are mandatory and non-negotiable.

will be notified accordingly when responses are posted. This will ensure that the proposer receives the list of questions/requests for information, amendments or clarifications and the official responses. Proposers that receive this RFP or access it from a source other than the Authority do so at their own risk as the Authority's website is the sole official publication of the RFP and addendum. The Authority is not responsible for a Proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to provide the Authority its contact information, including email address, and no allowance will be made for a Proposer that submitted a proposal that is not in compliance with the RFP requirements due to the proposer's aforementioned failure to receive the list of questions/requests for information or clarification/amendments and addenda, and the official responses to such inquires and/or changes.

By submitting a proposal to the Authority in response to this RFP, each Proposer agrees and represents and warrants that the Proposer: a) has all information necessary for the Proposer to complete and submit a fully responsive proposal to the Authority; b) that if awarded the contract, that the Proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the Proposer is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the Proposer's proposal to the Authority. Proposer will bear any and all travel and other costs and expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by Authority representatives at such meetings/tour are informal and are not binding on the Authority.

1.7 Amendments and Addenda

In the event that it becomes necessary to revise this RFP, such revision will be by an addendum to this RFP. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. Further, if a Proposer discovers any conflict, discrepancy, omission or other error in this RFP, the Proposer shall immediately notify the Authority at bids@syrairport.org of such error and request modification to the document to address such alleged error. The Authority shall make any RFP modifications necessary by addenda, provided that any such modifications would not materially benefit or disadvantage any one Proposer over another. If a Proposer fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known or discovered by Proposer, the Proposer shall assume the risk of such failure to notify. If awarded the contract, the Proposer shall not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction. All RFP addenda will be posted on the Authority's website, https://syrairport.org/sraa/bids-rfp-rfq/ and communicated via email to the recipients of the original RFP that advised the Authority at bids@syrairport.org of their interest and provided the Authority with their contact information and email address.

The Authority is not responsible for a Proposer's failure to receive amendments or addenda pertaining to this RFP. It is incumbent on Proposers to routinely check for amendments and addenda at syrairport.org/sraa/bids-rfp-rfq/ and no allowance will be made for a Proposer's failure to receive addenda. As of the date of issuance, there are no designated dates for release of addenda. However, Proposers should check the Authority's website frequently beginning at the time of RFP issuance through the deadline for submission of proposals. It is the sole responsibility of the Proposer to be knowledgeable of all amendments, addenda, questions and answers related to this RFP.

1.8 Submission Requirements

Proposer's proposal, including all required forms attached at Exhibits to this RFP, shall be submitted via email to bids@syrairport.org in response to this RFP. The email should reference RFP 2026-04 in the subject line and all documents and completed forms should be in PDF format. The proposal shall be clearly labeled with the name of the Proposer and the date. Proposers are to ensure that their proposal is in compliance with all of the requirements of this RFP. Failure to do so may result in disqualification. Proposers should also be willing and able to provide additional information that may be required. In addition, interviews may be requested at the discretion of any RFP review or ad hoc Committee appointed by the Authority. All information and materials submitted to the Authority in response to this RFP will become the property of the Authority. Proposers shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals or presentations. If any such information is included, it shall be clearly identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

1.9 Submission Due Date

Proposals must be received via email no later than April 27, 2026 at 2:00PM ET to: bids@syrairport.org. Proposals received after the specified date and time will not be considered.

1.10 Non-Mandatory Pre-Proposal Conference

The Pre-Proposal Conference Meeting will be held on **Tuesday April 7, 2026 in the John Walsh Conference Room at the Syracuse Hancock International Airport.** All respondents may have one representative from their company in attendance for the Pre-Proposal meeting and site visit.

SECTION 2. PROCUREMENT PROCESS AND SOLICITATION REQUIREMENTS

2.0 Proposals and Qualifications Review

Upon receipt of proposals, the Authority shall internally review each submission and make a selection on the basis of competency, experience and ability to perform the services required. The Authority reserves the right to waive any formalities and to reject or negotiate any and all proposals for any reason.

2.1 Award

The Authority may award the project(s), following the required approvals, if it determines such project(s) is/are in the best interest of the Authority.

2.2 Restriction of Communications

Proposers are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFP is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email to bids@syrairport.org. Please indicate **RFP Reference # 2026-04** in the subject line of the email.

2.3 New York State Finance Law Sections 139-j and 139-k

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the “Statute”), certain restrictions are placed on contact with State agencies, including public entities such as the Authority, during the procurement process. The term “contact” is defined in the Statute as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement.” Upon receiving any contact, the Authority must inquire and record whether the person or organization that made the contact was the offeror (defined below), or was retained, employed or designated on behalf of the offeror to appear before or contact the Authority. The term “offeror" is defined in the Statute as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offeror.” The “restricted period” is defined in the Statute as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.” Authority members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offeror is debarred from submitting a proposal on or being awarded any procurement contract for a period of four years from the date of the second final determination. Any Proposer responding to this RFP must complete the “Non-Collusive Proposal Certification” attached hereto at **Exhibit B** and submit it to the Authority with its proposal. Questions regarding this form may be directed to the Designated Contact email for this solicitation and/or visit https://online.ogs.ny.gov/legal/lobbyinglawfaq/ for information.

VIOLATIONS OF THE FOREGOING SECTIONS 2.2 and 2.3 SHALL BE STRICTLY ENFORCED AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL TO WHICH IT PERTAINS.

2.4 Exceptions

Any and all exceptions to this RFP must be clearly and completely indicated in proposals submitted. Please be advised that any exceptions to the requirements in this RFP may be cause for a Proposer's proposal to be disqualified.

2.5 Proposal Costs

The Proposers' costs for the Proposer's entire submittal effort shall be borne by the Proposer. The Authority will not reimburse any Proposer or other firm for any costs associated with its submittal effort.

1. Bid Security: Each proposal shall be accompanied by a Bank Letter of Credit or Surety Bond payable without condition to the Authority in the amount of $25,000.00. This Bank Letter of Credit or Surety Bond will be delivered to the Authority as a guarantee that if the proposal is accepted, the Agreement will be entered into within 15 Calendar Days after the Agreement is given to the successful Proposer by the Authority for execution. Such Bank Letter of Credit or Surety Bond shall be drawn against by the Authority, and the amount so drawn shall constitute the agreed amount of liquidated damages if the successful Proposer fails to enter into the Agreement within the stipulated time. The Bank Letter of Credit or Surety Bond of the successful Proposer shall be returned upon receipt of a fully executed Agreement and Performance Bond as specified in these Proposal Documents. Surety of unsuccessful Proposers will be returned within 180 Calendar Days after the successful Proposer has been issued notice of the Award. Proposer is required to cover all insurance costs and certificate of insurance must be submitted prior to execution of work.

2. Any permitting costs will be covered directly by the Proposer with the required permitting agency.

2.6 Whistleblower Policy and Procedures

The selected Proposer will be required to comply with and perform its services under the contract in accordance with any and all Whistleblower Policy and Procedures adopted by the Authority and available on its website at syrairport.org/sraa.

2.7 ACDBE

The requirements of 49 CFR Part 23 apply to this Agreement. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance or this Agreement. In the performance of its duties under this Agreement, Proposer shall create a level playing field at the Airport on which ACDBEs can; 1) compete fairly for opportunities for concessions; 2) help remove barriers to the participation of ACDBEs in opportunities for concessions at the Airport; and 3) provide for participation by certified Airport Concessions Disadvantaged Business Enterprises in the operation of the Billboard Display Advertising Concession as required by the ACDBE Regulations. Compliance with the ACDBE Regulations shall be determined by the Authority. In addition, Proposer shall take any necessary and reasonable steps, in accordance with the ACDBE Regulations to ensure that ACDBEs have an equal opportunity to compete for and perform contracts, and Proposer shall include the provisions required by ACDBE Regulations in every contract entered into in connection with the construction and operation of the Billboard Display Advertising Concession, so that such provisions will be binding upon each Subtenant/Affiliate, subcontractor, supplier, or service company. In the event of the Proposer's, Subtenant's or Affiliate's noncompliance with the ACDBE Regulations and provisions of this Agreement, the Authority may impose such sanctions as it may determine to be reasonably appropriate, including, but not limited to cancellation, termination, or suspension of the Agreement, in whole or in part and/or the imposition of administrative fees.

The Proposer agrees that throughout the Term of this Agreement, they shall at all times be, and shall remain, in full and complete compliance with all applicable Federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances, and directives of any kind or nature without limitation, as now or hereafter amended, including but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

The Authority's ACDBE current overall goal is 0%, which is valid through Fiscal Year 2025/26 (ending June 30, 2026). At that time, a new ACDBE goal will be established. Proposer should make every effort to not only meet but exceed this goal. As a requirement of this proposal, Proposer must fill out **Exhibit C**. As a contract requirement, ACDBE participation reports must be turned in every year by February 15th.

2.8 Conditions, Terms and Limitations

This RFP is subject to the specific conditions, terms and limitations stated below:

1. The services to be performed shall conform to and be subject to the provisions of the New York Public Authorities Law, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.

2. Valid licenses and registrations as required by the Authority and any State, and Federal agencies shall be obtained by the successful Proposer prior to commencing work.

3. Final designation of a Proposer will depend on satisfaction of all additional RFP documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.

4. No transaction will be consummated if any selected Proposer or principal of a selected Proposer or any member of the Proposer's development team is in arrears or in default upon any debt, lease, contract or obligation regarding the Authority or Syracuse Hancock International Airport. The Authority reserves the right to reject any response to this RFP by any such Proposer.

5. The Authority reserves the right to:

   a. Negotiate with one or more Proposers, and/or negotiate on terms other than those set forth herein.

   b. At any time, waive compliance with, or change any of the terms and conditions of this RFP, to entertain modifications or additions to selected proposals.

6. This RFP does not represent any obligation or agreement whatsoever on the part of the Authority. Any such obligation or agreement may only be incurred or entered into by written agreement authorized by the Board of the Authority, approved as to form by the Authority's counsel and executed by the Executive Director of the Authority.

7. Mere selection of a Proposer will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until after all required government approvals are received and the insurance, agreement and all related documents are fully approved and executed.

8. This RFP and any agreement or other documents resulting therefrom is subject to Federal, State, or local law or regulation having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

2.9 EVALUATION PROCESS

2.9.1 General Information

Upon receipt of proposals, the Authority and/or any Ad Hoc Committee it shall appoint for reviewing proposals ("Committee") will review each proposal and may recommend a Proposer(s) to the Board of the Authority to be awarded a contract to provide the required services at the Airport.

Proposers should be willing and able to provide additional information that may be required by the Authority or its Committee. Also, interviews and office visits may be requested at the discretion of the Authority/Committee.

Upon review of proposals submitted by Proposers, the Authority/Committee may, at its discretion, submit to Proposers written questions and requests for clarification relating to their proposals. Proposers will be provided the period of time in which the written responses to the Authority's requests for clarification must be completed.

Other than to provide clarifying information as may be requested by the Authority, including the Committee, no Proposer will be allowed to alter its proposal or add information.

2.9.2 Submission Review

The Authority/Committee will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Committee, may be rejected. Proposals failing to pass the Submission Review will be considered non-responsive and will not be evaluated any further.

2.9.3 Proposal Review Criteria

Each proposal received will be fully evaluated on the basis of qualifications and criteria and factors deemed by the Authority to be of importance and consequence for the services requested. The determining criteria and factors to be considered in the evaluation of proposals will include, but not necessarily be limited to the following, listed in no particular order:

1. Percentage Fee and Minimum Annual Guarantee proposed by Proposer;
2. Amount of investment in Initial Improvements proposed by Proposer;
3. The Proposer's Airport Concession Disadvantaged Business Enterprises (ACDBE) plan and Participation;
4. Demonstrated experience and reputation of Proposer in providing billboard display advertising concession services;
5. Equipment maintenance schedule;
6. The financial condition of Proposer;
7. Proposer's sales team's experience;
8. Proposer's overall experience in the services to be provided;
9. The recommendations and opinions of each Proposer's previous customers or clients;
10. Commitment to consistently maintaining the highest standards of performance and the expeditious resolution of problems and complaints;
11. Proposers ability to meet Authority's schedule expectations;

12. Information provided in response to specific questions and requirements contained in the RFP and all attachments/exhibits;
13. Such other criteria and qualifications as Authority in its sole judgment shall deem appropriate.

The Authority will make the Award to the Proposer, who, in the Authority's sole judgment is determined to be the best qualified and responsible Proposer and whose proposal, in the Authority's sole judgment, is deemed the most desirable and advantageous to the Authority, even if such proposal does not offer the highest monetary return to the Authority. The Award is expected to be made within 90 Calendar Days after the Proposal Opening Date, but in no case will an Award be made until the financial responsibility, operational ability, and standards of the successful Proposer have been investigated and found by the Authority, in the Authority's sole discretion, to provide adequate assurance of the Proposer's ability to fulfill the terms of the Billboard Display Advertising Concession Agreement.

The Authority reserves the right to waive any formality or irregularity in any proposal, Bank Letter of Credit or Surety Bond, to reject any or all proposals or to negotiate for the modification of any proposal with its Proposer.

The Authority and its Committee will determine which proposal(s) best satisfies its requirements. The Authority reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated. Proposals failing to meet the requirements of this RFP may be eliminated from consideration. Qualified staff/individuals will evaluate all submitted proposals. The Authority may request clarification of the proposal.

2.9.4 Reservation of Rights

The Authority reserves the right to:

1. Withdraw or cancel the RFP at any time and at its sole discretion;
2. Reject any or all proposals received in response to this RFP;
3. Accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Proposer consistent with the criteria for the evaluation of proposals;
4. Make an award under the RFP in whole or in part;
5. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
6. Seek clarifications and revisions of proposals;
7. Use proposal information obtained through site visits, management interviews and the Authority's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the

agency's request for clarifying information in the course of evaluation and/or selection under the RFP;

8. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
9. Prior to the bid opening, direct Proposers to submit proposal modifications addressing subsequent RFP amendments;
10. Change any of the scheduled dates;
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
12. Waive any requirements that are not material;
13. Negotiate with the successful Proposer within the scope of the RFP in the best interests of the Authority;
14. Conduct contract negotiations with the next responsible Proposer, should the Authority be unsuccessful in negotiating with the selected Proposer;
15. Utilize any and all ideas submitted in the proposals received;
16. Unless otherwise specified in the solicitation, every submission is a firm offer and not revocable for a period of 90 days from the bid opening; and,
17. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.
18. Waive or modify minor deviations in the proposals received after prior notification to the Proposers;
19. Request best and final offers; and
20. Should the Authority be unsuccessful in negotiating a contract with a selected Proposer, the Authority may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by the Authority that the selected Proposer is non-responsible, the Authority may then invite the next highest rated, qualified Proposer(s) to enter negotiations for purposes of executing a contract. The Authority may do all of the foregoing without the need to recommence the RFP process.

The foregoing is a non-exhaustive list of the Authority's rights and remedies, all of which are hereby expressly reserved whether or not specifically listed.

2.9.5 CONFLICTS OF INTEREST

Members, officers, staff, and employees of the Authority may respond to this RFP only in accordance with the Authority's Code of Ethics.

2.9.6 INSURANCE REQUIREMENTS

Proposer agrees to carry, and furnish to Authority certificates of insurance for general liability with combined single limits not less than Two Million Dollars ($2,000,000), which provides coverage for commercial general liability, property damage and bodily injury, and Proposer shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the Term of the Agreement without 30 Calendar Days prior written notice of such cancellation to Authority.

The General Liability policy shall name the Authority and the City of Syracuse and their respective members, officers, staff, and employees as additional insureds on a primary, non-contributory, basis for both ongoing and completed operations.

The Proposer shall obtain and maintain workers' compensation and employer's liability insurance policy or policies covering its obligations in accordance with the provisions of New York Workers' Compensation Law, including Article 9 of New York Workers' Compensation Law, known as the Disability Benefits Law, and any and all rules, regulations and procedures promulgated pursuant to the New York Workers' Compensation Law.

The Proposer shall obtain and maintain a commercial umbrella/excess insurance policy with annual aggregate coverage of at least One Million Dollars ($1,000,000) for the commercial general liability. The schedule of underlying insurance, additional insured follow form or its equivalent and endorsements must be provided to the Authority.

The general liability and umbrella / excess liability policies shall not have any exclusion or limitations for NY Labor Law 240 and 241 claims.

All of the Successful Proposer’s insurance carriers shall be licensed to and authorized to conduct business in New York State, and shall have an AM Best rating of at least A-X.

All of the Successful Proposer’s subcontractors shall also comply with the insurance requirements outlined in this document.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

After a Proposer(s) is recommended by the Authority’s Committee, and if necessary approved by the Authority’s Board, an agreement incorporating the agreed upon compensation and scope of services and other relevant terms will be drafted by the Authority’s counsel and submitted to the successful Proposer.

As both a recipient of Federal Grant monies, and the fact that the Authority is a New York State Public Benefit Corporation, it is required to include certain clauses in all of its contracts. A list of those clauses is annexed hereto at **Exhibit E**. These clauses will be required to be incorporated into the final contract with the successful proposer.

EXHIBIT A
KEY DETAILS AND MINIMUM BIDS

1. ASSIGNED AREAS

The Syracuse Regional Airport Authority (the "Authority") has identified up to six (6) locations suitable for the installation and operation of digital and/or static billboard structures on Authority-controlled property (i.e., Assigned Areas). These locations are situated in high-visibility transportation corridors and are intended to support non-aeronautical revenue generation while remaining compatible with surrounding roadway and airport operations.

A. Assigned Areas

The six (6) Assigned Areas where the Proposer is permitted, subject to applicable governmental approvals (including, but not limited to 17 NYCRR Part 150), to place and install its Improvements, which term shall mean improvements attached and/or affixed to the Assigned Areas which will remain on the Assigned Areas after the expiration of the Agreement and shall include, but not be limited to, the Billboard Displays, Billboard Display foundations, and associated equipment, infrastructure, and utilities, is shown on Exhibit A-1, attached hereto.

i. East side of Interstate 81 (northbound)

ii. South side East Taft Road

iii. West side of Northern Boulevard

Proposer shall clearly identify which of the six (6) Assigned Areas its Proposal encompasses and the reasons, if any, for not including any Assigned Area(s).

B. Additional Assigned Areas

From time to time during the Term of the Agreement, Proposer or the Authority may propose additional Assigned Areas not already shown on Exhibit A-1. If the Proposer proposes additional Assigned Areas, the Proposer shall provide all the information required by the Proposal Documents for each additional Assigned Area, including, but not limited to the type of Equipment to be used and installed and compliance with applicable laws, rules, regulations and orders/directives. The Authority shall have the sole discretion to accept all, part, or reject all proposed additional Assigned Areas.

For context, proposed locations along Col. Eileen Collins Blvd benefit from consistent traffic volumes. Col. Eileen Collins Blvd carries approximately 13,500 to 15,000 vehicles per day, inclusive of inbound and outbound trips, equating to roughly 5 million annual vehicle movements.

2. TERM

The Authority is prohibited by federal law from entering into agreements with terms longer than reasonably necessary for a Proposer to recover its investment and realize a reasonable return. Accordingly, the Authority anticipates that the total term of the Agreement, inclusive of the initial term and two renewal options, will not exceed twenty (20) years.

3. CONCESSION FEE

The term "Gross Receipts" shall mean all revenue generated by the Concessionaire from the operation of the Concession and shall include all monies paid or payable to Concessionaire or Concessionaire's subcontractor or supplier of services for sales made or services performed at or from the Airport, regardless of when, where, or whether the business transaction occurs on or off Airport property, including the aggregate amount of all gross billings to advertisers for the sale of advertising in the Assigned Areas, including fees or commissions whether generated by the Concessionaire or any other person affiliated with or controlled by Concessionaire and all revenues of every kind and character derived from, arising out of, or payable on account of the business conducted by Concessionaire, subcontractor, supplier of services or from the operations of Concessionaire under this Agreement, whether payment is made by cash, credit card, pre-paid card, or otherwise, and whether the same shall be paid or unpaid; provided, however, that the following shall be excluded: (i) any sales or use taxes, separately stated and paid by customers now or hereafter levied or imposed, (ii) bona fide fees or allowances termed "agency commissions" to the extent actually paid to, and fully retained by, an accredited advertising agency other than Concessionaire for the placement of advertising contracts on behalf of Concessionaire; provided, however, that when such fees or allowances are required to be paid, they be so identified in Concessionaire's accounting records, and provided further that such deductions be only for the actual amount of such fee or allowance and shall not exceed 15% of the gross monthly contract amount of each contract to which they are specifically related, and (iii) amounts charged and paid by customers for the design, fabrication or installation of advertising material or devices.

The "Commencement Date" shall mean the first (1st) day of the month following the Authority's written confirmation that the first Billboard Display has been fully constructed, installed, tested, and accepted for operational use in accordance with the Agreement or one (1) year from the Effective Date of the Agreement, whichever is earlier.

The Concession Fee shall be the greater of:

A. _____ % of the monthly Gross Receipts generated from the Billboard Display Advertising Concession (the "Percentage Fee") (*Proposer shall propose a minimum 40% of Gross Receipts. Any percentage less than 40% will not be accepted*).

\- Or -

B. A Minimum Annual Guarantee for each year of the Term of the Agreement, which Minimum Annual Guarantee shall be:

For the First Agreement Year (Agreement Year defined as the period beginning on the Commencement Date and ending on the last day of the calendar month immediately preceding the first anniversary of the Commencement Date), the Minimum Annual Guarantee shall be shall be prorated based on the number of Billboard Displays that become operational during such First Agreement Year, equal up to $_____________ (*Proposer shall propose a minimum amount of $125,000.00 but may propose more*) (being $_____________ per Billboard Display), except that if the Commencement Date is one (1) year from the Effective Date the Minimum Annual Guarantee shall not be prorated. Proposer may propose a different Minimum Annual Guarantee for the Second through Tenth Agreement Years for the Term of the Agreement; however, it shall not be less than $_____________________. The Minimum Annual Guarantee shall be payable only as an annual reconciliation amount. The obligation to pay Minimum Annual Guarantee shall commence upon the Commencement Date.

i. Minimum Annual Guarantee.

Agreement Year	Minimum Annual Guarantee
1	$
2	$
3	$
4	$
5	$
6	$
7	$
8	$
9	$
10	$

1st Renewal	Minimum Annual Guarantee
11	$
12	$
13	$
14	$
15	$

2nd Renewal	Minimum Annual Guarantee
16	$
17	$

18	$
19	$
20	$

(The greater of the Percentage Fee and Minimum Annual Guarantee hereinafter called the "Concession Fee").

4. GROSS REVENUE PROJECTIONS AND PROFORMA STATEMENTS

The Proposer shall provide gross revenue projections and pro forma statements in the detailed form provided in Exhibit D (the "Pro Forma").

5. PROPOSAL GUARANTY

Within 15 Calendar Days after delivery by the Authority of the Agreement ready for execution, and as requested to do so, the undersigned will execute the Agreement. Attached hereto is a Bank Letter of Credit or Surety Bond in the amount of $25,000.00 payable without condition to the following: "**Syracuse Regional Airport Authority 1000 Col. Eileen Collins Blvd Syracuse, NY 13212"**, which may be retained by the Authority as liquidated damages, and not as a penalty, in the event the undersigned fails to execute the Agreement within 15 Calendar Days after the Agreement is given to the successful Proposer by the Authority for execution or otherwise fails to comply with the Proposal Documents. This Bank Letter of Credit or Surety Bond shall have an expiration date of not earlier than 180 Calendar Days after the Proposal Opening Date.

6. CAPITAL IMPROVEMENTS AND APPROVAL OF PLANS

The existing Assigned Areas are available to the Proposer "as is" in its present condition; provided, Proposer shall, at a minimum, provide, construct and install Improvements all at the Proposer's sole cost and expense, to the Assigned Areas (the "Initial Improvements"). The total amount of Initial Improvements shall be proposed by Proposer, but shall not be less than $0.00. The successful Proposer may make additional improvements (the "Additional Improvements" being improvements subsequent to the Initial Improvements), including alterations and attachment of fixtures and equipment, in or upon the Assigned Areas with the prior written consent of the Authority. Prior to commencing any work, detailed Plans and Specifications (the "Plans and Specifications") for all such Improvements to the Assigned Areas, including both Initial Improvements and Additional Improvements (sometimes referred to collectively as "Improvements") shall be submitted to the Authority for approval by the successful Proposer as follows: (i) the Initial Improvements within 90 Calendar Days after the Commencement Date of the Agreement, and (ii) for any Additional Improvements, prior to the commencement of any work. Construction of the Initial Improvements shall be completed no later than one (1) year after the Effective Date of the Agreement, unless such completion date is extended in writing by mutual agreement of the Authority and the Proposer.

7. GOVERNMENTAL ZONING AND LAND USE APPROVALS

Proposer shall have the responsibility to obtain all governmental zoning and land use approvals, permits (including, but not limited to 17 NYCRR Part 150), and licenses necessary for the construction/installation of the Equipment and operation of the Billboard Display Advertising Concession and any other Improvements on the Assigned Areas, notwithstanding any exemption available to the Authority. The City of Syracuse has exclusive jurisdiction with respect to Airport zoning, land use and building/fire code approvals.

8. UTILITIES

Proposer shall have the right to use such utility service facilities, at Proposer's sole cost and expense, located on the Assigned Areas at the commencement of the Agreement. In addition, should Proposer's operations require any utility connections which are not in place or installed at the time of the commencement of the Agreement, Proposer may, at Proposer's expense, extend such facilities to the Assigned Areas. Authority's obligation hereunder shall be limited to the availability of any required or requested utilities facilities and nothing herein shall obligate Authority to provide any utility to Proposer. Proposer shall provide for the direct payment of all consumption of all utilities associated with its use of the Assigned Areas via separate metering.

9. ADDITIONAL INFORMATION

Proposers shall describe the manner and method proposed to operate its Billboard Display Advertising Concession. Be detailed and specific – describe exactly how Proposer plans to maximize advertising revenue and potential at the Airport and what additional services will be offered. In short, describe the proposed operation in sufficient detail that the Authority may have a full understanding of the methods and procedures the Proposer proposes to employ in managing a Billboard Display Advertising Concession. Proposers shall submit this information on separate pages including diagrams and photographs if necessary, desirable or appropriate to illustrate matters referred to or described therein.

10. PROPOSAL CONTENT AND INSTRUCTIONS

Proposals shall be divided into the following five sections:

A. Cover Letter;
B. Proposed Concept and Design;
C. Operations and Management Plan;
D. Business and Financing Plan; and
E. Experience and Qualifications.

Each Proposer shall submit a digital copy of the proposal electronically via email to bids@syrairport.org. The proposal must include an executed copy of the certification form set out in **Exhibit C** hereto. Electronic submission to this email address shall serve as the official time stamp and verification of receipt. Proposals may be submitted by brokers but must contain all required information and clearly identify the real party in interest.

A. **COVER LETTER**
Each Proposer must submit a cover letter identifying (a) the Proposer's name, legal form, date of formation, information relating to the Proposer's size and history, along with biographical information of the Proposer's principal officers; (b) complete contact information for the Proposer's authorized representative; (c) a brief description of the proposed concept; and (d) such other information which the Proposer deems significant to the reader's general understanding of the proposal. The cover letter must be signed by an authorized representative of the Proposer.

B. **PROPOSED CONCEPT AND DESIGN**
This section should contain all pertinent information regarding the proposed concept and design. At a minimum, this section must contain the following:

i. A detailed description of the proposed billboard advertising concept, display type (digital and/or static), structural design, and brand identity;

ii. Information on the Proposer's operation of the same or similar billboard advertising concepts at other airport, transportation, municipal, or local/regional locations, including location, size, number of displays, revenue performance (where available), and how the proposed concept is similar to or differs from those operations, as well as how the Airport's market supports the proposed approach;

iii. A description of the Proposer's applicable advertising content standards and policies, including content categories, rotation frequency, and compliance with applicable laws, regulations, and Authority requirements;

iv. Conceptual, to-scale site layout plans for each proposed billboard location showing structure footprint, orientation, setbacks, access routes, utilities (if applicable), lighting, and proximity to roadways or other infrastructure;

v. Preliminary elevations and renderings sufficient to illustrate the proposed billboard structures, including overall height, display dimensions, support structures, color schemes, finishes, and graphics;

vi. A narrative description of the proposed installations, including key design elements, structural and material selections, lighting and brightness controls, glare mitigation measures, and other notable features intended to ensure compatibility with airport operations and surrounding uses;

vii. If applicable, a detailed description (including anticipated costs) of any modifications or improvements to Authority property or infrastructure required to accommodate the proposed billboard installations; and

viii. A Gantt-style schedule identifying, at a minimum, key milestones for design, design review, permitting, fabrication, installation, testing/commissioning, and commencement of operations.

C. **OPERATIONS AND MANAGEMENT PLAN**

Each proposal shall contain a section that describes the proposed operation, management, staffing, and marketing of the proposed concept. At a minimum, this section must contain the following:

i. **Operations**. Operations plans should address:
   a. Delivery, installation, operation, monitoring, maintenance, and removal of billboard structures and associated equipment;
   b. Procedures for ensuring continuous, high-quality operations, including preventative maintenance, inspections, and response protocols for outages or malfunctions;
   c. Digital content management systems, scheduling, and controls, including compliance with applicable brightness, timing, and content regulations;
   d. Systems and controls for revenue tracking, reporting, and verification;
   e. Audit and recordkeeping practices related to advertising revenues and concession payments;
   f. Policies and procedures to ensure compliance with the United States Constitution, First Amendment, and all applicable federal, state, and local laws, regulations, and advertising standards; and
   g. The approach and ability to maintain uninterrupted billboard operations during periods of inclement weather or other adverse conditions.

ii. **Management**. Management plans should address:
   a. Description of qualifications and experience of the management team responsible for oversight of the billboard advertising operations; and
   b. Organizational structure and staffing approach, including identification of personnel responsible for operations, maintenance, sales, and compliance.

iii. **Marketing and Promotion**. Proposers should include marketing plans that address:
   a. Advertising sales strategy, advertiser mix, and methods for measuring advertiser performance and satisfaction; and

b. Processes for managing advertiser relationships, addressing complaints or content issues, and ensuring timely resolution in coordination with Authority requirements.

D. **BUSINESS AND FINANCING PLAN**

Each proposal shall contain a thorough description of all business and financial matters regarding the proposal, comprised of the following:

i. Financial statements and supporting documentation for the entity that will be signatory to the Billboard Display Advertising Concession Agreement, including one or more of the following:

   a. A Balance Sheet and Income Statement prepared in accordance with generally accepted accounting principles (GAAP), reflecting the entity's current financial condition;
   b. A copy of the entity's most recent annual report prepared and certified by an independent Certified Public Accountant who is not a regular employee or officer of the entity or the Proposer; or
   c. A website address or hyperlink to the entity's most recent Form 10-K as filed with the U.S. Securities and Exchange Commission.

ii. A written certification acknowledging that, at the time of proposal submission, the financial condition of the entity that will be signatory to the Billboard Display Advertising Concession Agreement is approximately the same as, or better than, the financial condition reflected in the submitted financial statements or reports. If the financial condition has materially changed, the Proposer shall provide a qualified statement accurately reflecting the entity's current financial condition.

iii. Financial information shall be submitted solely in electronic format as part of the Proposer's email submission to bids@syrairport.org. Such materials shall be clearly identified and contained within the proposal to allow for ease of review and confidentiality as applicable.

Proposers are free to include other financial metrics that would be relevant to an understanding of the financial viability of the proposal. However, the foregoing factors are required and should be set out in order in the proposal.

E. **EXPERIENCE AND QUALIFICAITONS**

Each proposal shall contain a section that fully and fairly describes the Proposer's experience and qualifications to be selected as the operator, to specifically include information on the following:

i. Must have three (3) years' experience managing and operating a Billboard Display Advertising Concession.

ii. Must provide satisfactory evidence that it can meet or exceed every minimum service standard stipulated in the Agreement.

iii. A list of leases where the Proposer has been a tenant and has been terminated for cause or declared in default within the 10-year period immediately preceding the submission of the proposal, unless termination or default was withdrawn in your favor;

iv. A list of leases, agreements, loans, or other contractual obligations with any landlord or creditor where the Proposer presently has delinquent debts or arrearages;

v. Be authorized or licensed by the City of Syracuse, New York State, or other regulatory agencies, to engage in the Billboard Display Advertising business.

EXHIBIT B

SYRACUSE REGIONAL AIRPORT AUTHORITY
NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true. I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

SIGN HERE ____. ____________________

Signature of Respondent's Authorized Person Date

____.

Name of Respondent

____.

Name of Respondent's Authorized Person

____.

Title of Respondent's Authorized Person

EXHIBIT C

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION STATEMENT

The undersigned Proposer/Bidder/Respondent has satisfied the requirements of the bids/proposal specification in the following manner (please check the appropriate space):

☐ The Bidder/Respondent is committed to a minimum of % ACDBE utilization on this contract.

☐ The Bidder/Respondent (if unable to meet the ACDBE goal of 0%) is committed to a minimum of ____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Proposer/Bidder/Respondent’s firm: ____________________

State Registration No. ____________________

By ______________________________ ______________________________

Signature Title

EXHIBIT D

PRO FORMA

(Example)

Exhibit D										
Pro Forma Statement										
Billboard Display Advertising Concession										
Provide projections of sales, expenses, net income and cash flow for the entire program.										
Describe major assumptions.										
Attach additional sheets as necessary.										
Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Revenues										
Gross Revenues	$	$	$	$	$	$	$	$	$	$
Advertising Agency Sales Commissions	$	$	$	$	$	$	$	$	$	$
Net Gross Revenues	$	$	$	$	$	$	$	$	$	$
Operating Expenses										
Payroll Benefits	$	$	$	$	$	$	$	$	$	$
Design/Production	$	$	$	$	$	$	$	$	$	$
Installation	$	$	$	$	$	$	$	$	$	$
Rent to Authority	$	$	$	$	$	$	$	$	$	$
Utilities/Telephone/Data	$	$	$	$	$	$	$	$	$	$
Maintenance/Cleaning	$	$	$	$	$	$	$	$	$	$
Insurance	$	$	$	$	$	$	$	$	$	$
Marketing/Advertising	$	$	$	$	$	$	$	$	$	$
Franchise/Royalty Fees	$	$	$	$	$	$	$	$	$	$
General & Administration	$	$	$	$	$	$	$	$	$	$
Other	$	$	$	$	$	$	$	$	$	$
Total Operating Expenses	$	$	$	$	$	$	$	$	$	$
EBITDA	$	$	$	$	$	$	$	$	$	$
Interest, Depreciation and Amortization	$	$	$	$	$	$	$	$	$	$
Net Profit Before Taxes	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**

EXHIBIT E

FEDERAL AND NEW YORK STATE GOVERNMENT CONTRACT CLAUSE REQUIREMENTS

Federally Required Contract Clauses (Current as of December 29, 2025)

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific contract provisions in project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any subcontractor engaged by contractor as follows:

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

The above provision obligates the Contractor for the period during which the property is used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

TITLE VI COMPLIANCE

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the

Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

A. The Contractor for himself/herself, his/her heirs, 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. In the event of breach of any of the above Non-discrimination covenants, Owner will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This Agreement and any subcontracts resulting therefrom incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Agreement and any subcontracts resulting therefrom incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

New York State Required Contract Clauses (Standard Clauses for NYS Contracts-2023)

The Authority is a New York State public benefit corporation and as such is required to include specific contract provisions in all such project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any sub-recipients or subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by Contractor as follows:

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law,

the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the

Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business
Albany, New York 12245 Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development 633 Third Avenue

New York, NY 10017 212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list- entities-determined-benon-responsive-biddersofferers-pursuant-nys-iran-divestmentact-2012.

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State. During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

EXHIBIT F

BILLBOARD DISPLAY ADVERTISING CONCESSION AGREEMENT

BILLBOARD DISPLAY ADVERTISING CONCESSION AGREEMENT

AT

SYRACUSE HANCOCK INTERNATIONAL AIRPORT

By and Between

SYRACUSE REGIONAL AIRPORT AUTHORITY

AND

[CONCESSIONAIRE]

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BILLBOARD DISPLAY ADVERTISING CONCESSION AGREEMENT

THIS BILLBOARD DISPLAY ADVERTISING CONCESSION AGREEMENT (the "Agreement"), made and entered into this _____ day of ______________, 20___, (the "Effective Date") by and between the **SYRACUSE REGIONAL AIRPORT AUTHORITY**, a public benefit corporation formed and existing under Chapter 43-A, Article 8, Title 34 of the Laws of 2011 of the State of New York, hereinafter referred to as the "Authority" and ___________________________, a _______________________ ("Concessionaire").

WITNESSETH:

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport located in the County of Onondaga, State of New York and all the premises that constitute said Airport (the "Airport" or "Airport Premises") which are owned by the City of Syracuse ("City"); and

WHEREAS, the Authority has solicited competitive proposals from qualified billboard advertising concession operators for the construction and operation of billboard advertising locations at the Airport; and

WHEREAS, the proposal submitted by Concessionaire has been selected as the winning proposal; and

WHEREAS, Concessionaire desires and is ready, willing and able to build and operate the new billboard display advertising locations at the Airport;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained and other valuable consideration, the parties agree for themselves, their successors and assigns, as follows:

SECTION 1. TERM

1.1 This Agreement shall become binding upon execution by both parties (the "**Effective Date**"). The **"Commencement Date"** shall mean the first (1st) day of the month following the Authority's written confirmation that the first Billboard Display has been fully constructed, installed, tested, and accepted for operational use in accordance with this Agreement or one (1) year from the Effective Date, whichever is earlier. The Term of this Agreement shall be ten (10) years commencing on the Commencement Date and ending on the last day of the calendar month immediately preceding the tenth anniversary thereof (the "**Term**").

1.2 The Concessionaire shall have two (2) successive options to renew the Agreement, each for an additional five-year (5-year) period (each, a "**Renewal Term**"), on the same terms and conditions contained herein, except as otherwise agreed in writing. No Renewal Term shall take effect unless and until all conditions precedent set forth in Section 1.3 have been satisfied and the Authority has issued written confirmation of renewal.

1.3 As a condition precedent to the Concessionaire's right to exercise any Renewal Term, the Concessionaire shall, at its sole cost and expense, complete a Mid-Term Refurbishment and reinvestment program acceptable to the Authority. The Mid-Term Refurbishment shall include, at minimum, the repair, replacement, upgrading, modernization, and improvement of Billboard Displays, structures, digital display technology, lighting, content management systems, supporting infrastructure, and related equipment, to ensure the Concession continues to meet current industry standards and the Authority's aesthetic, operational, and safety requirements.

The Concessionaire shall submit a detailed Mid-Term Refurbishment Plan to the Authority no later than two hundred seventy (270) days prior to the expiration of each Term/Renewal Term. The Authority shall promptly review the proposed Mid-Term Refurbishment Plan and may approve, modify, or reject it in its sole and absolute discretion. No Renewal Term may be exercised unless and until the Authority has issued written approval of the Mid-Term Refurbishment Plan and confirmed in writing that all required refurbishment work has been fully completed to the Authority's satisfaction.

If the Concessionaire elects to exercise a Renewal Term, it shall provide written notice of its election to the Authority no later than two hundred seventy (270) days prior to the expiration of the Term or first Renewal Term. Each Renewal Term shall commence on the first (1st) day of the calendar month immediately following the expiration of the preceding term.

1.4 Upon the expiration or other termination of this Agreement, Concessionaire's right to use the Assigned Areas, facilities, rights, licenses, services and privileges herein granted shall cease, save and except that Concessionaire shall have a period of no greater than sixty (60) calendar days following the expiration of this Agreement to remove its Trade Fixtures and a period of no greater than sixty (60) calendar days following termination of this Agreement for reason other than a Default to remove Improvements and Trade Fixtures, and Concessionaire shall otherwise forthwith upon such expiration or termination surrender the same. Upon termination for Default, Sections 6.5 and 9.1 hereof shall govern. The continued occupancy or use of the Assigned Areas by Concessionaire after the expiration or termination of this Agreement (except solely for removal as expressly permitted above) shall not result in the renewal or extension of this Agreement, nor shall the Authority's failure to object to or resist such continued occupancy be deemed a waiver or operate to extend the Term of this Agreement, unless expressly agreed to in writing by the Authority. For purposes of payment during any such holdover period, Concessionaire shall be deemed a month-to-month tenant and shall pay, for each month or portion thereof, an amount equal to one hundred fifty percent (150%) of the average monthly Percentage Fee paid during the final twelve (12) full months of the applicable Term or Renewal Term, together with all other charges payable under this Agreement. No Minimum Annual Guarantee shall apply during any holdover period.

SECTION 2. PERMITTED USES AND PRIVILEGES

2.1 The Authority hereby grants to Concessionaire the right to access and utilize the Assigned Areas and the exclusive right, privilege, and obligation, with certain exceptions, to finance, design, construct, operate and manage, at Concessionaire's sole cost and expense, a high quality Billboard Display Advertising Concession consisting of ____ Billboard Displays pursuant to the terms and provisions hereof (the "**Concession**") in certain Assigned Areas, as defined and provided for in Section 4 herein, at the Airport, which provide a venue for local, regional, national and international companies and individuals to enter into advertising agreements with the Concessionaire for the limited use of placing advertisements (the "**Advertisement**") on billboard displays (the "**Billboard Displays**") in order to market their products and services to the traveling public. It shall be the sole responsibility of the Concessionaire to provide the Concession, and to service and maintain the Advertisements and Billboard Displays, all at Concessionaire's sole cost and expense. The term "**Billboard Display(s)"** includes the entire billboard structure consisting generally of the footing, support, catwalk, apron, frame, face, panel, and lighting.

2.2 The Authority reserves the following rights:

A. To erect and maintain on any space that has not been assigned to Concessionaire (i.e., Assigned Areas), or on Billboard Displays without a paying advertiser, such signs or displays as are necessary or appropriate in the Authority's sole and absolute discretion for rendering information and direction to the general public, achieving good public relations, administering the Airport, advertising for humanitarian or other non-profit causes or making special announcements. The cost of all such non-revenue Advertisements, if used in the Billboard Displays maintained by Concessionaire, shall be at the cost and expense of Concessionaire; provided, however, Concessionaire shall be permitted to recover from any such humanitarian or non-profit organization Concessionaire's actual out-of-pocket expenses for display materials produced by Concessionaire, if any.

B. To provide, either through its own resources or those of others, electronic information/advertising display equipment including video displays anywhere else on the Airport not otherwise designated as space available to Concessionaire or Assigned Areas as defined in Section 4.

C. The Authority reserves the right to relocate or replace existing Billboard Displays and any additional or replacement Billboard Displays to accommodate Airport construction. Any such relocation or replacement shall be at the Authority's sole discretion and expense and subject to an equitable adjustment of the Concession Fee in accordance with Section 4.2.

D. The rights and privileges granted by the Concessionaire hereunder are limited to the Assigned Areas.

If the Authority exercises its rights contained in this Section 2.2, Concessionaire shall not be granted an abatement or reduction of the Concession Fees, except as set forth in Section 2.2(C) above.

2.3 No Other Uses. The Concessionaire agrees to use the Assigned Areas only for the purposes stated in Sections 2.1 and 2.2 herein, and for no other purposes. In illustration and not limitation of the foregoing, the Concessionaire shall not, without the Authority's prior written approval, (a) install, maintain or operate any temporary or mobile type facilities, such as trailers for storage or office use, except as temporary construction offices or (b) use the Assigned Areas in any manner which would interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard at the Airport.

2.4 Prohibited Uses (Not All-Inclusive). Concessionaire agrees that the Assigned Areas shall be utilized solely for the uses permitted herein and for no other purposes whatsoever, without the prior written consent of the Authority. The parking or storage of boats, recreational motor homes, utility trailers, recreational vehicles, inoperable vehicles, or any other objects which could result in a violation of the Authority's grant assurance obligations to the FAA as the Airport sponsor, is prohibited. Concessionaire agrees that any activity that has the potential to attract wildlife is prohibited.

2.5 The use of the Assigned Areas by Concessionaire hereunder shall be subject to any directives, agreements, conditions or requirements of or with the FAA or other applicable governmental agency relating to the Assigned Areas. There shall be no diminution or abatement of rents payable to the Authority by the Concessionaire hereunder as a result of the above.

2.6 No Unlawful Activity. This Agreement shall not be construed as authorizing the Concessionaire to, and the Concessionaire shall not, engage in any activity that is unlawful or which is contrary to, or in conflict with, any applicable federal, state or local law, ordinance, rule or regulation. The Concessionaire shall indemnify and hold the Authority harmless from any act or failure by the Concessionaire in respect to this covenant.

2.7 No Unauthorized Use. The Concessionaire shall not conduct or permit any employee or third party to conduct any business or commercial operation not herein or otherwise authorized by the Authority. For a violation of this paragraph, in addition to the termination provisions hereunder, the Concession Fee shall be doubled while such violation/breach continues.

2.8 Hazardous Materials. Concessionaire covenants and agrees that it will not use, store, maintain, discharge or operate, any "Hazardous Substances" (as defined hereinafter), whether intentionally or unintentionally, on the Assigned Areas or the Airport in violation of any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses or permits of any governmental authorities, relating to environmental matters (being hereafter collectively referred to as the "Environmental Laws") including by way of illustration and not by way of limitation; the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, the Compensation and Liability Act of 1980 and the Toxic Substances Control Act (including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to any Environmental Laws). Except in compliance with all Environmental Laws, Concessionaire, its subsidiaries, subcontractors and suppliers, and anyone on the Airport with the consent of Concessionaire shall not discharge "Hazardous Substances" (as defined hereinafter) into the sewer and/or storm water drainage system serving the Airport, or cause any Hazardous Substances to be placed, held, stored, processed, treated, released, or disposed of on or at the Airport. Upon termination of this Agreement, Concessionaire shall, at its sole cost and expense, immediately remove from the Airport all Hazardous Substances and all tanks and other containers which are being used or were used, by Concessionaire, its subsidiaries, subcontractors, or suppliers, or anyone on the Airport with the consent of Concessionaire, to hold Hazardous Substances, discharged or occasioned from Concessionaire's operations or the operations of any of its subsidiaries, subcontractors, or suppliers, or anyone on the Airport with the consent of Concessionaire. "Hazardous Substances" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority having jurisdiction over Concessionaire's operation hereunder to pose a present or potential hazard to human health safety or to the environment. Hazardous Substances include, by way of illustration and not by way of limitation, any substance defined as a "hazardous substance" or "pollutant" or "contaminant' pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any other toxic, dangerous or hazardous chemicals, materials or substance of waste(s).

Neither Concessionaire, its members, officers, agents, servants, employees nor customers (while on the Assigned Areas/Airport) shall cause any Hazardous Substance to be brought upon, kept, used, stored, generated or disposed of in, on, or about the Assigned Areas or the Airport, or transported to or from the Assigned Areas or the Airport unless such action is in compliance with all applicable Environmental Laws and the Airports guidelines and rules and regulations. Concessionaire shall be required to keep at the Assigned Areas in an orderly and easily accessible manner, all records evidencing its compliance with all applicable Environmental Laws and the Authority's guidelines and rules and regulations for all Hazardous Substances brought upon, kept, used, stored, generated or disposed of in, on, or about the Assigned Areas or the Airport, or transported to or from the Assigned Areas. Concessionaire shall maintain such records from the Effective Date until the expiration or earlier termination of this Agreement. Concessionaire expressly understands, acknowledges and agrees that all such records shall be kept for a period of three (3) years after the expiration or earlier termination of this Agreement.

Concessionaire shall indemnify, defend, and hold harmless the Authority from and against any and all losses arising during or after the Term or Renewal Term(s) as a result of or arising from: (a) a breach by Concessionaire of its obligations contained in this Section 2.8, or (b) any release of Hazardous Substance from, in, on or about the Assigned Areas or the Airport caused by any act or omission of Concessionaire, its members, officers, agents, servants, employees and, while on the Assigned Areas/Airport, customers or, (c) the existence of any Hazardous Materials within the Assigned Areas which post-date the Effective Date.

Prior to the expiration or earlier termination of the Agreement, Concessionaire, upon the written request of the Executive Director, may be required to provide documentation, prepared by a firm acceptable to the Executive Director, that the Assigned Areas are free of Hazardous Substance contamination resulting from Concessionaire's operations and removal of all Hazardous Substances permitted herein have been removed in compliance with the Authority's guidelines, rules and regulations and all applicable laws. Such documentation may require an immediate remediation plan and/or long-term care and surveillance of any contamination identified and an acknowledgement of responsibility and indemnification for any and all losses associated with such contamination.

Notwithstanding the foregoing Section 2.8, Concessionaire shall have no obligation or responsibility for any Hazardous Substances or environmental conditions to the extent already existing at, on or under the Assigned Areas/Airport prior to the Effective Date of this Agreement.

SECTION 3. MINIMUM STANDARDS OF SERVICE

3.1 Adherence to Standards. Concessionaire, its employees, agents, and servants shall at all times observe, obey, and adhere to all the Authority's standards, rules, and regulations, as the same may be amended from time to time, and procedures which may from time to time be promulgated by the Authority. Further, Concessionaire, its employees, agents, and servants shall comply with all local, state and federal laws and of governmental authorities having jurisdiction over Concessionaire's operation hereunder, including local, state and federal agencies, and any inspections by such agencies.

3.2 Airport Performance Operating Standards. Concessionaire shall observe, obey, and abide by all applicable operating performance standards, rules, regulations, or procedures as may be in effect or amended by the Authority from time to time. Failure of Concessionaire to observe, obey, and abide by applicable operating performance standards shall result in the application by the Authority of penalties or liquidated damages in the amount as set forth in this Agreement, in addition to any and all other remedies available to the Authority under this Agreement and/or under applicable law.

3.3 Testing and Inspection by the Airport. Concessionaire hereby acknowledges and agrees that the Authority may monitor, test, or inspect Concessionaire's services at any time through the use of its own direct review, the use of third parties, or by other reasonable means that do not unduly interfere with Concessionaire's business.

3.4 Obligations for Continuous Operation. Concessionaire shall not at any time during the Term of this Agreement leave the Billboard Displays, or any part thereof, vacant without the prior written consent of the Authority. Concessionaire must provide and keep on hand filler, as approved by the Authority, for display until Concessionaire has obtained an Advertisement. The foregoing obligation shall be subject to temporary interruptions caused by Force Majeure events, utility outages, Authority-directed shutdowns, or necessary repairs or maintenance, provided that Concessionaire promptly resumes full operations upon resolution.

3.5 Concessionaire's Conduct of Business. Concessionaire shall operate its business so as to maximize the Gross Receipts produced by such operation and shall maintain an adequate staff of employees to produce the maximum return to the Authority and to assure the Authority a return of the greatest possible amount of Concession Fees. Concessionaire shall have its Billboard Displays adequately illuminated continuously, in compliance with applicable FAA and Authority aviation-related lighting requirements.

3.6 Advertisements.

A. All Advertisements shall comply with, and are expressly subject to, applicable federal, state, and local laws, rules and regulations, including the First Amendment of the Constitution of the United States of America. All Advertisements shall comply with Concessionaire's exiting or amended advertising policy(ies), as approved by the Authority. Advertisements shall not:

i. relate to an illegal activity or be directed at inciting or producing imminent lawless action;

ii. advertise services in direct competition with the Authority's business objectives;

iii. contain obscene subject matter;

iv. contain fraudulent or defamatory content; or

v. contain true threats.

It is understood, however, that said sign(s) and location(s) may be changed and altered from time to time as mutually agreed upon by the Concessionaire and the Authority.

B. All Advertisements shall be professionally designed. No hand-lettered or hand-modified Advertisements shall be permitted without the prior written approval of the Authority.

C. Prior to the installation or display of any Advertisement or advertising material, Concessionaire shall submit complete information on all proposed advertising material and exhibits, including detailed design, erection or installation specifications, to the Authority.

D. The Concessionaire will be permitted to enter into advertising contracts for the use of the Billboard Displays to advertisers for a term expiring no later than one (1) year after the expiration of the Agreement, subject to renewal. The Concessionaire will not be permitted to execute any advertising agreements within 60 Calendar Days prior to expiration or termination of the Agreement.

E. It is agreed and understood that Concessionaire shall have the sole right and responsibility for setting and quoting rates to any and all advertising prospects and that Authority will not undertake to set or quote such rates under any circumstances.

Such rates shall be at reasonable rates. “Reasonable rate” shall be defined as rates being charged in comparable locations in the Syracuse, NY market.

F. All contracts for sale of advertising shall be between Concessionaire and the advertiser or its representative; Authority shall have no direct responsibilities to the advertiser and the advertiser is not a third-party beneficiary to this Agreement. The advertising contracts must provide that the advertiser make its payments to Concessionaire only so long as Concessionaire shall remain Authority's Concessionaire and that, in the event this Agreement expires or is terminated or Concessionaire shall otherwise lose its rights hereunder while such advertising contract is still in effect, the advertiser will, immediately upon written notice of such fact, attorn its advertising contract to the Authority or any new concessionaire as directed by the Authority and make its advertising payments directly to Authority or to any new concessionaire as so directed by Authority at the time.

G. Prior to its use, Concessionaire shall submit a copy of its form of advertising contract to Authority for approval. Authority reserves the right to require Concessionaire to make any and all changes in said form in order for the contract to conform to this Agreement as a condition precedent to Authority approval, so long as such Authority required changes are not contrary to New York law. Once approved by Authority, such standard form shall be used by Concessionaire, without modification, for all Advertisements obtained pursuant to this Agreement. Concessionaire shall furnish Authority an accurate copy of each contract executed by Concessionaire with an advertising customer upon request from Authority.

3.7 Level of Service. Concessionaire shall conduct the Concession permitted hereunder in a first-class manner in accordance with the highest standards for similar operations of comparable size and standards throughout the United States. Concessionaire shall conduct its operation to provide prompt and timely service. Concessionaire shall maintain the Billboard Displays and conduct its operations at all times in a safe, clean, orderly and inviting condition, to the satisfaction of the Authority. The Concessionaire shall not create any nuisance, annoyance, or be otherwise offensive or disturbing to others.

3.8 Management. All Concessionaire's operations shall be supervised at all times by an active, qualified, competent manager or a qualified assistant manager, supervisor or team-leader in the manager's absence. The manager or qualified assistant manager, supervisor or team-leader shall be available to the Authority during normal business hours. Said manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Concession. Any actual or perceived degradation in (a) the customer service requirements set forth in this Agreement or other duties, rights, or responsibilities set forth in this Agreement provided by Concessionaire in the course of conducting Concessionaire's permitted uses; or (b) the training and competence of Concessionaire's personnel shall be conveyed to the Concessionaire, and Concessionaire hereby agrees that it shall promptly institute training programs and/or add additional adequately trained and capable staff to the satisfaction of the Authority.

3.9 Personnel. Concessionaire shall provide a maintenance staff to service and maintain all of the Billboard Displays subject to this Agreement at Concessionaire's sole cost and expense and commensurate with the facilities. Said service and maintenance shall be scheduled and include, but not necessarily be limited to, maintenance of special utilities, lights, bulbs, ballast and other apparatus necessary or desirable for the use of the Billboard Displays in good working condition and on an as needed basis. Concessionaire shall provide, at Concessionaire's sole expense, a sufficient number of sales personnel and all installation and maintenance personnel, equipment, and supplies necessary to effectively and efficiently operate the Concession at the Airport. Concessionaire shall also provide professional graphic guidance to advertisers.

3.10 Right to do Business. Concessionaire shall, during the Term/Renewal Term of this Agreement, be qualified to do business in the State of New York and shall obtain and maintain all necessary business licenses and permits from the City of Syracuse, New York State Department of Transportation ("NYSDOT"), and any other applicable agency.

3.11 Other business. Concessionaire shall neither conduct nor permit any employee, subcontractor, or agent to conduct any business or commercial operation from the Assigned Areas or upon the property of Authority not herein or otherwise authorized by Authority.

SECTION 4. ASSIGNED AREAS

4.1 In consideration hereof, Authority hereby assigns to Concessionaire, and Concessionaire takes, for its use and for the purposes described herein, ____ Billboard Display locations at the Airport, depicted as Assigned Areas, as shown on **Exhibit A** attached hereto (the "**Assigned Areas**").

4.2 The Authority and Concessionaire may, from time to time, by mutual agreement, add an additional location or locations to or delete a location or locations from the Assigned Areas or may add rights, licenses, or privileges, or delete rights, licenses, or privileges granted to Concessionaire. All locations added to the Assigned Areas or rights, licenses, or privileges added pursuant to this Section 4.2 shall be subject to all the terms, conditions, and other provisions of this Agreement and Concessionaire shall pay the Authority all sums, fees, rents and charges applicable to such additional space, rights, licenses, or privileges in accordance with the provisions of this Agreement. In connection with any addition or deletion of locations, rights, licenses, or privileges under this Section 4.2, the parties shall negotiate in good faith an equitable adjustment to the Concession Fee, fee structures, or other financial obligations under this Agreement. Any such changes must be memorialized in a written amendment executed by both parties and shall become part of this Agreement.

4.3 The Authority shall deliver the Assigned Areas to the Concessionaire on the Effective Date. The Assigned Areas shall be taken by the Concessionaire in "AS IS" CONDITION, SUBJECT TO AND INCLUDING ALL DEFECTS, LATENT AND PATENT, and shall be improved, maintained and operated at the Concessionaire's sole cost and expense, except as otherwise specifically provided for in this Agreement. It is the express intention of the parties hereto that the Concessionaire's improvement, use and occupancy of the Assigned Areas, and all costs associated therewith, shall be and remain the financial obligation of the Concessionaire.

SECTION 5. ENTRY BY AUTHORITY

5.1 Authority, its officers, agents and employees, shall have the right to enter the Assigned Areas at all reasonable times and for all reasonable purposes including, without limitation,

(a) an inspection of the Assigned Areas and Billboard Displays, (b) to make any repairs which are reasonably necessary, (c) to cure any violation/breach of the Concessionaire, or (d) to exercise any other right contained in this Agreement.

SECTION 6. PAYMENT PROVISIONS

6.1 In consideration of the rights and privileges granted herein, the Concessionaire hereby covenants and agrees to pay the Authority the greater of the Percentage Fee or Minimum Annual Guarantee (hereinafter called the "**Concession Fee**"). During the Term and Renewal Term(s) of this Agreement beginning on the Commencement Date, without demand, abatement, set-off or counterclaim, as follows:

A. The greater of:

(i) ____ % of the monthly Gross Receipts for each Agreement Year (the "**Percentage Fee**"), payable monthly

-or-

(ii) the Minimum Annual Guarantee applicable to such Agreement Year (the "**Minimum Annual Guarantee**" or "**MAG**"), payable only as an annual reconciliation amount as provided in Section 6.3:

For the "**First Agreement Year**" (defined as the period beginning on the Commencement Date and ending on the last day of the calendar month immediately preceding the first anniversary of the Commencement Date), the MAG shall be prorated based on the number of Billboard Displays that become operational during such First Agreement Year, equal up to $_____________ (being $_____________ per Billboard Display), except that if the Commencement Date is one (1) year from the Effective Date the MAG shall not be prorated. The obligation to pay the MAG shall commence upon the Commencement Date.

The MAG for the Second through Tenth Agreement Years and Eleventh through Twentieth Agreement Years, if renewed, shall be as follows:

Agreement Year	Minimum Annual Guarantee
2	$
3	$
4	$
5	$
6	$
7	$
8	$
9	$
10	$
1st Renewal Period	
11	$
12	$
13	$
14	$
15	$
2nd Renewal Period	
16	$
17	$
18	$
19	$
20	$

6.2 The term "**Gross Receipts**" shall mean all revenue generated by the Concessionaire from the operation of the Concession and shall include all monies paid or payable to Concessionaire or Concessionaire's subcontractor or supplier of services for sales made or services performed at or from the Airport, regardless of when, where, or whether the business transaction occurs on or off Airport property, including the aggregate amount of all gross billings to advertisers for the sale of advertising in the Assigned Areas, including fees or commissions whether generated by the Concessionaire or any other person affiliated with or controlled by Concessionaire and all revenues of every kind and character derived from, arising out of, or payable on account of the business conducted by Concessionaire, subcontractor, supplier of services or from the operations of Concessionaire under this Agreement, whether payment is made by cash, credit card, pre-paid card, or otherwise, and whether the same shall be paid or unpaid; provided, however, that the following shall be excluded: (i) any sales or use taxes, separately stated and paid by customers now or hereafter levied or imposed, (ii) bona fide fees or allowances termed "agency commissions" to the extent actually paid to, and fully retained by, an accredited advertising agency other than Concessionaire for the placement of advertising contracts on behalf of Concessionaire; provided, however, that when such fees or allowances are required to be paid, they be so identified in Concessionaire's accounting records, and provided further that such deductions be only for the actual amount of such fee or allowance and shall not exceed 15% of the gross monthly contract amount of each contract to which they are specifically related, and (iii) amounts charged and paid by customers for the design, fabrication or installation of advertising material or devices.

6.3 Concessionaire shall pay the Concession Fee based on the percentage of Gross Receipts as set forth in Section 6.1.A no later than the tenth (10) Calendar Day of the month following the month in which such Gross Receipts were earned. Each such payment shall be accompanied by a detailed report of Gross Receipts in the form attached as **Exhibit B** (the "**Monthly Gross Receipts Report**"). If the due date falls on a day other than a Business Day, the payment shall be due on the next succeeding Business Day.

The MAG shall not be paid monthly, but instead shall serve as an annual revenue floor for each Agreement Year. Within 30 Calendar Days after the end of each Agreement Year, the

Authority shall compare (i) the total Percentage Fees paid for that Agreement Year with (ii) the MAG applicable to that Agreement Year. If the total Percentage Fees paid are less than the applicable MAG, Concessionaire shall, within 10 Calendar Days after receipt of written notice of such deficiency, pay the Authority the difference.

Other rents and payments shall be due as provided in their respective sections. Payments not made on or before the applicable due dates shall accrue interest from the date due until paid at the rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law. The Authority may request additional information in connection with the Monthly Gross Receipts Report from time to time.

6.4 Concessionaire shall make all payments of all rentals, fees and charges required by this Agreement via ACH to:

Bank Name:	Key Bank
Bank Address:	201 S Warren St. Syracuse NY, 13212
Bank Routing Code:	021300077
Bank Account #	329687223308
Bank Contact:	Yvonne Wheeler
Bank Phone #	315-401-3595
Tax ID	45-3435491

Or such other account as may be designated by the Authority in writing pursuant to Section 26 hereof.

6.5 No Demand of Payment. No demand of payment need at any time be made, but it shall be the duty of Concessionaire to pay monies when due, without demand. Failure to pay the amounts due or comply with any other of Concessionaire's financial obligations to Authority under this Agreement on or before the due dates set forth herein constitutes a Default and will entitle Authority to terminate or suspend this Agreement upon giving Concessionaire ten (10) Calendar Days advance notice of its intention to do so, and for no other cause than nonpayment. In the event payment is not made within the ten (10) Calendar Days notice period, Authority may terminate this Agreement and reenter and take possession of any Improvements and Concessionaire's Trade Fixtures at the Airport, consistent with Section 9.1. Authority may exercise all rights of a licensor under New York law, including removal or securing of Concessionaire property remaining on the Assigned Areas. Notwithstanding the foregoing, should the Authority give notice of termination or suspension of this Agreement for non-payment to Concessionaire more than three (3) times in any five (5) year period during the Term/Renewal Term, Authority shall have the right to terminate this Agreement with no further cure period upon ten (10) Calendar Days notice to Concessionaire.

6.6 It is agreed and understood that in the event that any contract for advertising displayed in the Billboard Displays shall expire, and Advertisement remains displayed for a period of more than twenty-four (24) hours following such expiration, Concessionaire shall continue to report such as Gross Receipts, whether or not actually billed to the advertiser, and shall pay Authority the Concession Fee for such space for so long as the Advertisement continues to be displayed. For clarity, Concessionaire shall not offer "bonus" time or unpaid space to advertisers without Authority's prior consent, in its sole and absolute discretion. It shall be Concessionaire's responsibility to monitor all of the Billboard Displays to assure that proper account is made to Authority. Authority may, at Authority's sole option, monitor such activity and upon finding a difference from that reported by Concessionaire, advise Concessionaire of such difference. In any such case, Concessionaire shall increase or decrease reported Gross Receipts by such amounts unless it can give Authority evidence, satisfactory to Authority that any such finding by Authority is in error.

SECTION 7. PERFORMANCE BOND

7.1 Concessionaire shall, before commencement of the service and exercise of the rights and privileges granted under this Agreement, furnish Authority a Performance Bond on the date Concessionaire delivers this signed Agreement to the Authority for execution. The Performance Bond for the Term, and any Renewal Term, of the Agreement shall be in an amount of $50,000.00. The Performance Bond shall be given by Concessionaire, at Concessionaire's sole cost and expense, to assure and guarantee the performance by

Concessionaire of all its obligations, including the payment of Concession Fees, rent and any other payments due to the Authority under this Agreement. The Surety or Sureties, for the required Performance Bond shall be a Corporate Surety or Sureties duly authorized to do business in the State of New York and shall be subject to approval by Authority. Concessionaire may, at Concessionaire's option, substitute an Irrevocable Bank Letter of Credit, payable without condition to Authority, in lieu of a Performance Bond underwritten by other corporation Surety, in a form acceptable to Authority. The term of such Irrevocable Bank Letter of Credit shall be for the Term (including any Renewal Term(s)) of this Agreement or a term of one-year with an auto renewal clause providing one-year automatic renewals without amendment of such Irrevocable Bank Letter of Credit. Such Performance Bond or Irrevocable Bank Letter of Credit shall not be canceled on less than 30 Calendar Days' notice to Authority (the "30 Calendar Day Cancellation Notice"). If Concessionaire has not provided a replacement Performance Bond or Irrevocable Bank Letter of Credit or other such Surety acceptable to the Authority for a term of at least a year, within 15 Calendar Days after the Authority receives a 30 Calendar Day Cancellation Notice, or 15 Calendar Days prior to the expiration of such Performance Bond or Irrevocable Letter of Credit or other Surety, which is set to expire under the 30 Calendar Day Cancellation Notice or expiration of the term, Concessionaire agrees that the Authority may draw upon the full amount of the Performance Bond, Irrevocable Letter of Credit or other Surety which is set to expire under the 30 Calendar Day Cancellation Notice or otherwise on its terms. After such draw by the Authority, if Concessionaire provides the Authority an acceptable Performance Bond, Irrevocable Bank Letter of Credit or other Surety, the Authority shall return such amount drawn to the Concessionaire. It shall not be necessary for Authority to terminate this Agreement, or to pursue any other remedy available to it, in order to look to such security for performance. Failure to maintain such security in effect shall constitute a violation/breach hereunder, and shall justify Authority asserting any right, or taking any action, permitted elsewhere in this Agreement, or by law, for its protection or for enforcement of the obligations of Concessionaire. The rights of Authority under this paragraph shall be in addition to, and not in substitution for, any other rights of Authority.

SECTION 8. MAINTENANCE AND SUBMISSION OF RECORDS AND REPORTS

8.1 Books and Records.

A. Concessionaire shall keep and maintain full and complete books of accounts and other records concerning operations at the Airport. All records required under this Section 8.1 shall be on a form or format acceptable to Authority; and, if Concessionaire’s records have been generated from computerized data, Concessionaire shall provide the extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. Accounting records of Concessionaire shall be stored sequentially, or in such other manner approved by the Authority, to provide expeditious access for audit purposes herein.

The books and records shall include, but is not limited to all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to (i) operating/financial statements, (ii) a complete (cumulative) general ledger, (iii) monthly sales journals detailing each sales transaction for the month, (iv) reconciliations between the financial records and monthly reports submitted to the Authority, (v) bank statements applicable to the operation of this Concession at the Airport, (vi) corporate trial balances, (vii) annual audited financial statements and related reports on internal controls (including management representation letters), (viii) electronic media documenting accounting records, and (ix) other sales related documents.

B. Concessionaire shall provide and maintain, by generally accepted accounting principles, accurate records of its Gross Receipts derived under this Agreement for a period of three years from the date the record is made. Concessionaire agrees that said records will be kept during the Term hereof or made readily available at the Authority’s general offices. After the expiration or other termination of this Agreement said records shall be kept at Concessionaire's principal office and shall remain accessible to Authority as provided herein. Authority shall have the right at all reasonable times to inspect the books, records and receipts of Concessionaire, or may so designate a duly authorized representative to make a review or investigation of the daily, weekly or monthly Gross Receipts accruing from said business; and Concessionaire shall freely lend its own assistance in such inspections, examinations and audits and provide the name and telephone number of Concessionaire's accounting manager or the like who has thorough knowledge of the accounting system as it pertains to this Agreement, if requested. If said records are not available in Onondaga County, New York, Concessionaire agrees to pay all expenses of auditors (which may be Authority employees) and any support personnel to the auditors who travel to conduct such inspection, examination or audit.

C. Authority reserves the right to audit Concessionaire's books, including, but not limited to, the general ledger, records of receipts, and sales transactions, at any reasonable time, for the purpose of verifying the Gross Receipts reported by Concessionaire hereunder. Concessionaire agrees to retain all such records, which shall be readily available to Authority for the purpose stated herein. If, as a result of such audit, it is established that Concessionaire has understated the Gross Receipts received by it from all operations on the Assigned Areas by three percent or more, the entire expense of said audit shall be borne by Concessionaire. Any additional Percentage Fees due shall forthwith be paid by Concessionaire to Authority with interest thereon, at a rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law, from the date such additional Percentage Fee originally became due.

8.2 Reports.

A. Concessionaire shall submit to Authority by the 10th Calendar Day after the end of each month, a verified statement of Gross Receipts of the Concession to reports@syrairport.org in a form as shown on **Exhibit B**, as well as all other required reports, for the preceding month.

B. Concessionaire shall provide Authority, at Concessionaire's sole cost and expense, within 90 Calendar Days after each anniversary of the Commencement Date, a certified audited statement of Gross Receipts for the preceding twelve-month period covering all business transacted by Concessionaire at the Airport. The statement shall be certified by an independent Certified Public Accountant and shall be prepared in such detail and on such forms acceptable to the Authority, at Authority's sole discretion.

C. All reports required under this Section 8.2 shall be on a form or format acceptable to Authority; and, if Concessionaire's reports have been generated from computerized data, Concessionaire shall provide the extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats.

8.3 Concessionaire shall pay Authority, in addition to Concession Fees or other financial obligations to the Authority not as a penalty but as liquidated damages, $5.00 every Calendar Day for each record Concessionaire is late in submitting to the Authority as required in Section 8.1 and 8.2 hereof. Said charge will continue until specific performance is accomplished and shall not be offset against any other amount due Authority.

SECTION 9. ATTACHMENT OF PROPERTY FOR DEBT

9.1 To the extent permitted by applicable law, Concessionaire waives the right to claim that Improvements, Trade Fixtures, or any of its property located on the Airport is exempt from execution or attachment by the Authority, or exempt by any law from the payment of debt owed the Authority; and all such Improvements, Trade Fixtures, and Concessionaire property located on the Airport shall be subject to and responsible for the payment of the money agreed to be paid by Concessionaire to the Authority under this Agreement, and for the discharge of any liability created hereby, for which a lien on such Improvements, Trade Fixtures, and Concessionaire property located on the Airport is hereby granted to Authority. Concessionaire shall not, after the notice provided in Section 24.2 and/or Section 6.5, remove Improvements, Trade Fixtures, or any Concessionaire property from the Assigned Areas until the Concessionaire's failure to pay all amounts then due to Authority or comply with any other of Concessionaire's financial obligations to Authority (a "**Default**") has been cured. Concessionaire grants to Authority, upon expiration of the applicable cure period set forth in Section 24.2 and/or Section 6.5, the right to take possession of Improvements, Trade Fixtures, and all property of Concessionaire located at the Airport, to remove the same to a storage place selected by Authority, and to retain and store such either at such place or at its original site on the Airport, until the Default is cured and a reasonable charge for removal and storage is paid to Authority. This right shall be in addition to, and not in substitution for, any other rights of Authority. Authority shall not be liable for any damage to such Improvements, Trade Fixtures, and Concessionaire property incurred as a result of its removal or storage, unless such damage is caused by gross negligence on the part of Authority, or for any loss of business or indirect injury to Concessionaire or its business resulting from or attributable to such removal or storage.

SECTION 10. IMPROVEMENTS

10.1 Initial Improvements. The Assigned Areas are owned by the City of Syracuse, operated by the Authority and may be used by the Concessionaire in the operation of the Concession. The Concessionaire shall have the right and obligation to make improvements, all at the Concessionaire's sole cost and expense, in a minimum amount of $______________ all as shown on **Exhibit C** attached hereto and made a part hereof (the "**Initial Improvements**") to the Assigned Areas commencing during the Term of this Agreement as required herein and subject to prior written consent of the Authority.

10.2 Additional Improvements. The Concessionaire may make additional improvements (the "**Additional Improvements**" being improvements subsequent to the Initial Improvements) to the Assigned Areas with the prior written consent of the Authority.

10.3 Plans and Specifications. Prior to commencing any work, detailed Plans and Specifications (the "**Plans and Specifications**") for all such Initial Improvements and Additional Improvements (collectively, the "**Improvements**") to the Assigned Areas, shall be submitted to the Authority by the Concessionaire for the Authority's review and approval as follows:

A. The Plans and Specifications for the Initial Improvements shall be submitted to the Authority for review and approval within 90 Calendar Days after the Effective Date of the Agreement.

B. The Plans and Specifications for any Additional Improvements shall be submitted to the Authority for review and approval, prior to the commencement of any work.

The term "**Improvements**" shall mean any improvements attached and/or affixed to the Assigned Areas which will remain on the Assigned Areas after the expiration of this Agreement and shall include, but not be limited to, the Billboard Displays, Billboard Display foundations, and associated equipment, infrastructure, and utilities.

10.4 Construction of Improvements.

A. Construction of the Initial Improvements shall commence no later than 30 Calendar Days after the Authority has approved the Plans and Specifications and rendered a written notice to proceed (the "**Notice to Proceed**") to the Concessionaire. The Initial Improvements shall be completed no later than one (1) year after the Effective Date of the Agreement, unless such completion date is extended in writing by mutual agreement of the Authority and the Concessionaire.

B. Construction of the Additional Improvements shall commence no later than 30 Calendar Days after the Authority has approved the Plans and Specifications and rendered a written Notice to Proceed to the Concessionaire. The Additional Improvements shall be completed by a date agreeable to the Authority and the Concessionaire.

C. After receiving written final Authority approval of the Plans and Specifications and the Notice to Proceed, the Concessionaire shall engage a qualified contractor(s) to construct/install the Improvements. After award of a contract, it shall be Concessionaire's sole responsibility and expense to carry out the construction/installation of the Improvements and provide to the Authority the applicable insurance certificates of the contractor. Construction/installation shall commence promptly and shall be scheduled so as to cause as little interruption to Airport operations and inconvenience to customers of the Concessionaire and other users of the Airport as possible.

10.5 Inspection. During any period of construction of the Improvements and thereafter, the Authority shall have the right to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the Improvements, for conformance with the applicable standards set forth in this Agreement, provided that such inspection shall not include internal work that is exclusively of an operational (i.e., non-structural) nature, and provided further that no such inspections or failure to object to any aspect of such construction shall be deemed or construed to constitute consent to or approval of any such work by the Authority.

10.6 Statement of Costs. Within 90 Calendar Days of completion of Improvements, the Concessionaire shall submit to the Authority a certified detailed statement of costs associated therewith (excluding the cost of tools, equipment, inventory or accessories installed or stocked on the Assigned Areas), together with a complete set of reproducible "as built" plans.

10.7 Ownership of Improvements. Any Improvements now or hereafter constructed on the Assigned Areas by the Concessionaire shall be constructed at no cost to the Authority. Upon the expiration of this Agreement all Improvements then on the Assigned Areas, and all Trade Fixtures remaining on the Assigned Areas after the removal period set forth in Section 1.4, shall become the property of the Authority and be a part of the Assigned Areas. Upon the termination of this Agreement for reason other than Default, all Improvements and Trade Fixtures remaining on the Assigned Areas after the removal period set forth in Section 1.4, shall become the property of the Authority and be a part of the Assigned Areas. Upon the termination of this Agreement for Default, in the event Concessionaire does not cure said Default and pay any reasonable charges associated therewith in accordance with Sections 6.5 and 9.1 prior to the expiration of the otherwise applicable Term or Renewal Term, all Improvements and Trade Fixtures remaining on the Assigned Areas shall become the property of the Authority and be a part of the Assigned Areas. Upon the expiration or termination of this Agreement and the removal of any Improvements and/or Trade Fixtures as authorized by this Agreement, Concessionaire shall restore the Assigned Areas to the conditions existing as of the Effective Date, reasonable wear and tear and remaining Improvements excepted.

10.8 Title to Trade Fixtures. The term "**Trade Fixture**" excludes Improvements and includes, but is not limited to, Concessionaire's signs, Advertisements, materials, supplies, tools, vehicles/motorized equipment, furnishings and other personal property. Title to all of the Concessionaire's Trade Fixtures shall at all times during the Term or Renewal Term(s) of this Agreement remain with the Concessionaire, subject to the terms of this Agreement, including Sections 6.5 and 9.1.

10.9 Removal of Personal Property. Except as otherwise limited by other provisions of this Agreement, upon expiration or termination of this Agreement for any reason other than Default, the Concessionaire, at the Concessionaire's sole cost and expense, shall remove from the Assigned Areas all Trade Fixtures in accordance with Section 1.4. If the Concessionaire shall fail to remove equipment within 60 Calendar Days following expiration or termination of this Agreement for reason other than Default, then the Authority may effect such removal and/or restoration or repair at the Concessionaire's expense, and the Concessionaire shall pay the Authority as additional rent the full amount of such expense promptly upon receipt of proper invoice(s) therefor. Upon termination of this Agreement for Default, should Concessionaire cure said Default and pay any reasonable charges associated therewith in accordance with Sections 6.5 and 9.1, the Concessionaire, at the Concessionaire's sole cost and expense, shall remove from the Assigned Areas all Trade Fixtures. If the Concessionaire shall fail to remove the same within 60 Calendar Days therefrom, then the Authority may effect such removal and/or restoration or repair at the Concessionaire's expense, and the Concessionaire shall pay the Authority as additional rent the full amount of such expense promptly upon receipt of proper invoice(s) therefor. In such events, Concessionaire's Trade Fixtures and personal property automatically will become the property of the Authority and may be disposed of by the Authority in its sole discretion, without any right of reimbursement therefor to the Concessionaire.

10.10 Intentionally Omitted.

10.11 Indemnification for Construction. To the fullest extent permitted by law, the Concessionaire shall defend, indemnify and hold the Authority, its directors, officers, agents and employees, free and harmless from any and all liability, including but not limited to, claims, demands, actions, causes of actions, suits, judgments, loss or damage (including, without limitation, reasonable attorneys' fees), or injury to persons or property, arising out of or in any way related to its construction or installation activities on the Assigned Areas, unless such liability results from the gross negligence of the Authority, its employees, agents and representatives.

10.12 Insurance for Construction. The Concessionaire shall require that all of its own subcontractors and lower tier contractors obtain and provide the same insurance coverage required of Concessionaire pursuant to Section 17 hereof, including naming the Authority and City of Syracuse as additional insureds on a primary, non-contributory, basis, and shall not commence or undertake any such permitted work, nor will it allow or permit any agent, independent contractor or subcontractor to commence work, until all such insurance certificates required hereunder have been approved and are in the Authority's possession. Approval of the insurance by Authority shall not relieve or decrease the liability of the Concessionaire or its agents, independent contractors, or subcontractors.

10.13 Conformance to Law, Regulations and Design Standards for Improvements. All Improvements or other work of any kind or nature performed, constructed or installed by or on behalf of the Concessionaire in or upon the Assigned Areas, shall be in compliance with and conform at all times and in all respects and be maintained by the Concessionaire in accordance with (a) all applicable federal, state (including, but not limited to, 17 NYCRR Part 150) and local statutes, rules, regulations, ordinances and building codes, (b) all applicable rules and regulations promulgated by the Authority, (c) the Concessionaire's Plans and Specifications which shall be submitted and approved by the Authority in writing prior to commencement of any such work.

10.14 Notice of Construction. The Concessionaire shall file (after first consulting with the Authority) a notice of construction, including FAA Form 7460 and any necessary zoning commission, if applicable, and apply for any applicable billboard (17 NYCRR Part 150), building, plumbing and electrical permits with the appropriate federal, state and local authorities with respect to any of the Improvements the Concessionaire plans to construct on the Assigned Areas. The Authority shall incur no cost or expense in connection therewith. Concessionaire or Concessionaire's contractor, in cooperation with the Authority, shall file the FAA Form 7460 with the FAA to the appropriate agency if any work is conducted on the Assigned Areas, and if any crane is required for the placement of any antennas, light poles, equipment or any other structure on the Assigned Areas. Prior to the Authority issuing a Notice to Proceed to Concessionaire pursuant to Section 10.4 hereof, Concessionaire shall have received approval and/or permits from the respective agencies with which it has filed the forms or applications pursuant to this Section 10.14.

10.15 Mechanic's Liens. The Concessionaire shall not permit any mechanic's, materialman's, contractors, or subcontractor's lien or any other claims or demands of any nature arising from the construction of its Improvements to be enforced against the Assigned Areas or the Airport. The Concessionaire shall indemnify, defend and hold the Authority harmless from and against any and all mechanic's, materialman's, contractor's or subcontractor's liens, and such other claims and demands, together with any costs and expense incurred by the Concessionaire or the Authority in connection with such liens, claims and demands, arising out of the construction of the Concessionaire's Improvements.

SECTION 11. OMITTED

SECTION 12. ASSIGNMENT OR TRANSFER

12.1 The Concessionaire agrees that the Authority shall be notified in advance and in writing of any proposed change of control of the Concessionaire, whether by operation of law or otherwise, including notice in the event that control of the Concessionaire is proposed to be transferred to a subsidiary or affiliate of the Concessionaire. Such change of controlling interest shall be subject to prior written approval by the Authority.

12.2 Neither this Agreement, nor Concessionaire's right to use the Assigned Areas, nor any part hereof or thereof, may be assigned, mortgaged, encumbered, hypothecated, pledged or transferred by the Concessionaire, by process or operation of law or in any other manner whatsoever, without the prior written consent of the Authority.

SECTION 13. TAXES

13.1 Concessionaire shall at Concessionaire's own expense pay all federal, state and local taxes which may be assessed against it, the Assigned Areas, the Improvements, or any interest therein, while in or upon the Assigned Areas or elsewhere on the Airport, as well as all federal, state and local taxes assessed in connection with the operation of its business authorized and permitted hereunder. Authority is a body politic and corporate and by virtue of Public Authorities Law § 2799-qqq, property of Authority is exempt from taxation. If, at any time during the Term of this Agreement, or any extension thereof, the statutory tax exemptions of Authority become void or inoperative for any reason, then in such event Concessionaire shall pay any taxes which are imposed upon the Authority on the Assigned Areas used or occupied by the Concessionaire. Concessionaire may, however, at Concessionaire's sole cost and expense, protest and challenge any such tax levy or assessment; provided, however, such protest or challenge shall not relieve Concessionaire of any obligation under this Section.

SECTION 14. LAWS AND REGULATIONS

14.1 Concessionaire shall comply with all federal, state and local laws, statutes, ordinances, codes, rules and regulations, including Regulations of Authority as the same may be amended from time to time, which may apply to the Concession and use herein contemplated, and Concessionaire shall keep in effect all licenses or permits necessary and/or required by law. Authority shall be held free and harmless from any act or failure by Concessionaire to comply with this provision. Certain Assigned Areas may require a permit from NYSDOT in accordance with 17 NYCRR Part 150, Advertising Signs Adjacent to the Interstate and Primary Highway Systems.

14.2 Nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America or any department or agency thereof relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act, or any future statute affecting the operation or maintenance of the Airport.

14.3 In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement, then Concessionaire agrees that such changes as may be reasonably required to enable the Authority to obtain such funds shall be permitted.

SECTION 15. AIRPORT ACCESS, SAFETY AND SECURITY

15.1 The Concessionaire and all of its contractors, employees, personnel, agents and representatives shall be bound and shall abide by all rules, procedures, regulations and laws of all governmental bodies, including regulations and rules and procedures of the Authority, as the same may be promulgated from time to time, that relate to Airport access, security and/or safety, including the TSA and FAA. Concessionaire understands and agrees that fines and penalties may be assessed by the TSA for Concessionaire's noncompliance with the provisions of 49 CFR Parts 1540 and 1542. In the event TSA assesses a civil penalty against the Authority for any violation of any rule, regulation or standard as result of any act or failure to act on the part of the Concessionaire, its tenants, subtenants, patrons, agents, servants, employees, invitees or independent contractors, Concessionaire shall, upon demand of the Authority, immediately pay the Authority in the amount of the civil penalty assessed, plus any attorney fees associated with this incident which the Authority incurred.

SECTION 16. INDEMNIFICATION

16.1 To the fullest extent permitted by law, Concessionaire agrees to indemnify and save the City of Syracuse, the Authority, its officers, agents, and employees free and harmless from and against any and all liabilities, losses, costs, suits, judgments, expenses, fees or demands of any kind (including, but not limited to costs of investigations, attorney fees, court costs and expert witness fees) (collectively "**Indemnified Losses**") arising out of or resulting from any injury or death to persons or damage to property of any nature whatsoever resulting from, arising out of or related to the use or occupancy of the Airport by Concessionaire, its agents and employees, or caused by or resulting from the exercise of the rights and privileges granted hereunder, to the extent that the Indemnified Losses do not result from the negligence or willful misconduct of the Authority, its officers, agents or employees. It is the intent of the parties that, where the negligence or willful misconduct of the Authority, its officers, agents or employees is determined to have been contributory to the Indemnified Losses, the principles of comparative negligence as applied by the courts of the State of New York shall be followed and each party shall bear the proportionate cost of any Indemnified Loss attributable to its own negligence or misconduct.

SECTION 17. INSURANCE

17.1 Concessionaire agrees to carry, and furnish to Authority certificates of insurance for (i) general liability with combined single limits not less than $2,000,000, which provides coverage for liability, property damage and bodily injury, and (ii) commercial umbrella/excess insurance policy with annual aggregate coverage of at least $1,000,000 for the commercial general liability, all in which Authority and City of Syracuse shall be named as additional insureds on a primary, non-contributory, basis; and Concessionaire shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the Term or any Renewal Term of this Agreement without 30 Calendar Days prior written notice of such cancellation to Authority or 10 Calendar Days in the event of non-payment. Concessionaire shall carry Worker's Compensation and Employers Liability Insurance covering its employees at the Airport.

17.2 At all times during the Term of this Agreement and any extensions or renewals thereof, the Concessionaire shall carry, and shall furnish the Authority with evidence of all risk coverage insurance in an amount equal to 100% of the full replacement value of the Concessionaire's Improvements and personal property. The Authority shall be named loss payee and as an additional insured, in addition to the City of Syracuse, in all such insurance, and the Concessionaire shall furnish to the Authority, in advance, satisfactory evidence that such insurance is in effect and will not be canceled during the Term or Renewal Term of this Agreement without 30 Calendar Days prior written notice of such cancellation to the Authority. The Authority and the Concessionaire agree that the proceeds of such insurance (together with an amount equal to the deductible and any sums needed for such repair or reconstruction that exceed the insurance proceeds which shall be paid by the Concessionaire) shall be used for repair or reconstruction of the Improvements to the Assigned Areas upon terms and conditions, including without limitation disbursement arrangements, reasonably acceptable to the Authority.

17.3 Concessionaire shall at no time use the Assigned Areas or permit them to be used in such a manner as to increase the rate of Authority's insurance thereon. In case of Concessionaire's violation of this paragraph, Concessionaire agrees to reimburse Authority the increase in cost of insurance as additional rent. In case the Assigned Areas are so used that Authority cannot effect insurance thereon, Concessionaire agrees to become the insurer thereof, but Authority shall nonetheless have the right to cancel this Agreement forthwith.

17.4 It is agreed that if the Assigned Areas or contents thereof should be damaged or destroyed by an insured peril, then, and to the extent allowable without invalidating such insurance and whether or not such damage or destruction was caused by the negligence of the other, neither party shall have any liability to the other, nor to any insurer of the other for or in respect of such damage or destruction. Each party waives rights of subrogation against the other to the extent covered by insurance. This Section shall not limit Concessionaire's indemnification obligations under Section 16.

SECTION 18. AUTHORITY NOT LIABLE FOR DAMAGE

18.1 To the fullest extent permitted by law, Authority shall not be liable to Concessionaire for any damage either to person or property sustained by Concessionaire or by other persons, due to the Airport or any improvements thereon or any parts thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Airport, or due to any act or neglect of any tenant or occupant of the Airport, or of any other person. Without limiting the generality of the foregoing, the Authority 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 Authority, unless the damage is proved to be the result of the gross negligence of Authority.

SECTION 19. INDEPENDENT CONTRACTOR

19.1 In conducting its business hereunder, Concessionaire acts as an independent contractor and not as an agent of Authority. The selection, retention, assignment, direction, and payment of Concessionaire's employees shall be the sole responsibility of Concessionaire. Authority shall not attempt to exercise any control over the daily performance of duties by Concessionaire's employees, except to the extent and in the manner required by law or regulation for continued operation or certification of the Airport.

SECTION 20. MAINTENANCE

20.1 Maintenance, Repair and Replacement. The Concessionaire shall, at the Concessionaire's sole cost and expense, maintain the Improvements, including without limitation, the Billboard Displays, on or in the Assigned Areas and all Improvements therein and shall promptly make any and all repairs or replacements necessary or appropriate to maintain the Billboard Displays in good operating order and presentable condition consistent with good business practices. Maintenance shall include, but not be limited to;

A. The maintenance of all electrical, communications, lighting fixtures including bulbs, tubes, ballasts, starters, switches and outlets; and

B. All janitorial and cleaning service on the Billboard Displays.

20.2 No Liability. To the fullest extent permitted by law, the Authority shall not be liable for any damage either to person or property, whether sustained by the Concessionaire or by other persons, due to the Airport or any Improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to any accident in or about the Airport, or due to any act or neglect of the Concessionaire, any other tenant, any occupant of the Airport or any other person, or due to lack of snow and/or ice removal on the Airport or any part thereof or in connection with the construction of any improvement by the

Authority or its contractors on the Assigned Areas or otherwise. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, snow, ice, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of gross negligence of the Authority.

20.3 Deficiencies. In addition to other rights and remedies of the Authority hereunder, if the Authority shall discover and report any maintenance deficiency, normal wear and tear excepted, to the Concessionaire that in the Authority's opinion requires repair or replacement in order to properly maintain the Improvements, including without limitation, the Billboard Displays, or in order to maintain the structural integrity or appearance of any structure(s) thereon or therein, the Concessionaire shall promptly undertake and complete such repairs or replacements at the Concessionaire's expense. In the event the Concessionaire fails to perform its obligations hereunder, the Authority may, at Authority's sole option, after 10 Calendar Days' notice to the Concessionaire, undertake and complete any such maintenance, repairs or replacements, but shall have no obligation to do so, and the cost thereof, which shall be deemed an additional fee, shall be paid by the Concessionaire to the Authority no later than 30 Calendar Days after the date of invoice from the Authority to the Concessionaire for such costs. The Authority shall reserve the right to conduct an Assigned Areas condition inspection at its discretion and upon the surrender of the Assigned Areas at the expiration or other termination of this Agreement (unless circumstances warrant more frequent inspections).

20.4 Joint Condition Survey.

A. At the completion of construction of the Improvements and installation of the Billboard Displays, representatives of the parties hereto shall jointly conduct a condition survey of the Improvements. As a result of such survey, an Initial Condition Report shall be prepared and made a part hereof as **Exhibit D-1** (the "**Initial Assigned Areas Condition Report**"). The Initial Assigned Areas Condition Report shall document the current conditions of the Billboard Displays and shall be the base standard for all subsequent Condition Reports.

B. During the continuance of this Agreement and upon the expiration or termination hereof the Authority shall reserve the right to conduct an inspection and shall issue and prepare a current Condition Report, which shall be made a part hereof as **Exhibit D-2** (the "**Current Assigned Areas Condition Report**"). Any deficiencies, normal wear and tear excepted, shall be corrected within 30 Calendar Days by the Concessionaire as set forth in this Section 20.

20.5 No Obligations. The Authority shall have no responsibility for maintenance, repair or replacement of the Billboard Displays or any Improvements. The Concessionaire, at Concessionaire's sole cost and expense, shall provide all custodial and other service(s) required by the Concessionaire, and the Authority shall have no responsibility or obligation therefore.

20.6 Trash Removal. The Concessionaire shall provide a complete and proper arrangement for the frequent and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the occupancy of the Airport.

20.7 Conformance to Law, Regulations and Design Standards. All maintenance, repairs, additions or other work of any kind or nature performed, constructed or installed by or on behalf of the Concessionaire in or upon the Assigned Areas, shall conform in all respects to (a) all applicable federal, state and local statutes, ordinances and building codes, (b) all applicable rules and regulations promulgated by the Authority, (c) the Authority's design standards for the Airport, as promulgated by the Authority from time to time.

SECTION 21. UTILITIES

21.1 The Concessionaire shall have the right, at Concessionaire's sole cost and expense, to use the electrical utility service facilities located on the Assigned Areas and to install or run additional electrical utility service to the Assigned Areas as necessary for its operations. All electrical utility consumption at the Assigned Areas shall be at the sole cost and expense of the Concessionaire. The Authority will require the installation of separate utility meters to measure the Concessionaire's consumption of electricity or other utilities serving the Assigned Areas. Any such meters, including the cost of installation, maintenance, repair, and replacement, shall be at the sole cost and expense of the Concessionaire and shall be installed in a location and manner approved by the Authority. If Concessionaire's operations require additional utility service, the expense of providing such additional utilities shall be at the sole cost and expense of the Concessionaire, provided that the Authority's obligation to allow Concessionaire to add utilities shall be limited to the availability of the requested utilities at the Airport. Nothing herein shall obligate the Authority to provide any utility that is not otherwise available to the Authority, including due to regulatory limits, consumption restrictions, construction limitations, allocation or curtailment by law or regulation, or other circumstances beyond the Authority's control.

21.2 Concessionaire shall obtain and maintain, at Concessionaire's sole cost and expense, any necessary telephone lines, telephone service, data lines, internet access or other similar utilities required by the Concessionaire.

SECTION 22. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

22.1 Compliance with Part 23. This Agreement is subject to the requirements of USDOT's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions ("**Part 23**"). Concessionaire agrees that it will 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, or subcontract, purchase or lease agreement, or other agreement covered by Part 23.

22.2 Incorporation of Provision. Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

SECTION 23. TERMINATION BY CONCESSIONAIRE

23.1 In addition to any other termination rights contained herein, this Agreement shall be subject to termination by Concessionaire with the happening of any one or more of the following events:

A. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any part or parts thereof in such a manner as to substantially restrict Concessionaire from operating therefrom for a period in excess of 90 Calendar Days.

B. Issuance by any court or governmental agency of competent jurisdiction of any injunction which in any way prevents or restrains the use of the Assigned Areas, and which remains in force for a period in excess of 90 Calendar Days.

C. In the event of the occurrence of any or all of Section 23.1.A through 23.1.B above, Concessionaire shall be obligated to pay the Authority only the rent stipulated in Section 6 for such period prior to termination of this Agreement.

23.2 The Authority shall not be responsible to the Concessionaire for any lost profits, expenses, liabilities or claims whatsoever that may result from termination by the Concessionaire or the Authority pursuant to this Section 23 or Section 24.

SECTION 24. TERMINATION BY AUTHORITY

24.1 In addition to all other termination rights contained herein, including without limitation those set forth in Section 6.5, this Agreement shall be subject to termination by Authority should any one or more of the following events or Defaults occur:

A. If Concessionaire should fail to perform any of the terms, covenants or conditions of this Agreement or fail to keep in force any of the required insurance policies, or fail to provide any amended or new Performance Bond with surety as required hereunder.

B. If Concessionaire should fail to abide by all applicable laws, ordinances, rules and regulations of the United States, the State of New York, the City of Syracuse, Onondaga County and the Authority.

C. If Concessionaire should abandon and discontinue providing the Concession at the Airport contemplated by this Agreement for a continuous period of 15 Calendar Days, except which such abandonment and cessation is due to fire, earthquake, governmental action or other cause beyond Concessionaire's reasonable control.

D. If Concessionaire should Default in or fail to make any payments at the times and in the amounts as required under this Agreement.

24.2 Upon the happening of any of the acts recited in Section 24.1.A through D above, Authority shall give written notice to Concessionaire to correct or cure such Default, failure or breach. If, within ten (10) Calendar Days from the date of such notice, Concessionaire has not corrected such condition or conditions in a manner satisfactory to Authority, then and in such event, Authority shall have the right, at once and without further notice to Concessionaire, to declare this Agreement terminated and to enter upon and take full possession of the Improvements.

24.3 In addition, Authority may in like manner declare this Agreement terminated and canceled upon the giving of five (5) Calendar Days notice thereof, in the event Concessionaire files a voluntary petition in bankruptcy, or if a receiver is appointed for the property or affairs of Concessionaire and such receivership is not vacated within thirty (30) Calendar Days after the appointment of such receiver, or should the right of Concessionaire to provide the service be lost by operation of law.

SECTION 25. OBLIGATIONS IN EVENT OF BREACH/DEFAULT

25.1 No cancellation or termination of this Agreement in accordance with the rights of either party under this Agreement to cancel or terminate shall be considered a forfeiture, such rights being a part of the consideration for this Agreement and of the essence thereof.

25.2 Neither party shall be held in breach hereof because of any failure to perform any of its obligations hereunder, other than the obligations of Concessionaire to make payment of Concession Fees under Section 6 hereunder and any other monetary amount due hereunder, if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not prevent either party from exercising any right which it may otherwise have to terminate or to cancel this Agreement in whole or in part. The waiver of any breach, violation or Default in or with respect to the performance or observation of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or Default in or with respect to the same or any other covenant or condition hereof.

SECTION 26. NOTICES

26.1 Notices to either party provided herein shall be in writing and shall be sufficient if hand delivered, sent by overnight courier service, or sent by certified or registered mail, postage prepaid, addressed as follows:

To Authority: Syracuse Regional Airport Authority
ATTN: Executive Director
1000 Col. Eileen Collins Blvd
Syracuse, NY 13212

To Concessionaire: ______________________________
ATTN: _______________________
____
____

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices shall be deemed to be received on the date delivered, if hand delivered, or the day after depositing with an overnight courier service, or three (3) Calendar Days after mailing, if sent by certified or registered mail.

SECTION 27. SURRENDER OF POSSESSION

27.1 Upon the expiration or other termination of this Agreement, the rights of Concessionaire to use the Assigned Areas, facilities, rights, licenses, services and privileges herein granted shall forthwith cease, except for the sixty (60) day removal period set forth in Section 1.4, if applicable, and Concessionaire shall forthwith upon such expiration or termination surrender the same.

27.2 Upon the expiration or other termination of this Agreement, Concessionaire shall forthwith quit and deliver the Assigned Areas to the Authority peaceably, quietly and in as good order and condition as the same now are or may hereafter be improved by Concessionaire, reasonable use and wear excepted.

27.3 Upon the expiration or other termination of this Agreement, Concessionaire will cooperate fully with the Authority and any successor concessionaire, without the Authority or successor concessionaire having to incur any material expenses not otherwise required in this Agreement, to ensure an effective and efficient transition of Concessionaire's duties to any successor concessionaire. Such efforts and cooperation shall include, to the extent practicable and permissible, the transfer of all permits and licenses at no cost to the successor concessionaire.

27.4 All Improvements, including Billboard Displays, made to the Assigned Areas and additions and alterations thereto made upon the Assigned Areas by Concessionaire, shall be and remain the property of Concessionaire until the termination or expiration of this Agreement. Upon the expiration of this Agreement, title to such Improvements shall forthwith vest to and be the property of the Authority. Upon the termination of this Agreement for reason other than Default, title to Improvements remaining in the Assigned Areas after the removal period set forth in Section 1.4 shall vest to and be the property of the Authority. Upon the termination of this Agreement for Default, in the event Concessionaire does not cure said Default and pay any reasonable charges associated therewith in accordance with Sections 6.5 and 9.1 prior to the expiration of the otherwise applicable Term or Renewal Term, or should Concessionaire cure said Default and pay any reasonable charges associated therewith in accordance with this Agreement but fail to remove any Improvements within 60 Calendar Days therefrom, title to any such Improvements shall vest to and be the property of the Authority.

SECTION 28. WAIVER OF BREACH/DEFAULT

28.1 No waiver by either party of any breach, violation or Default by the other shall be construed as, or operate as, a waiver by such party of any subsequent breach, violation or Default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other.

SECTION 29. SEPARABILITY

29.1 If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties. All rights and remedies available to the parties under this Agreement shall be cumulative and in addition to all other rights granted the parties at law or in equity.

SECTION 30. HEADINGS

30.1 Section, paragraph or subparagraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

SECTION 31. CONCESSIONAIRE AND SUBTENANT'S TRADE NAMES

31.1 Concessionaire hereby represents and covenants that Concessionaire, and any advertisers, have full legal authority to use any trade names and such trade names do not violate any local, state or federal law, rule, order or regulation or the rights of any third party. Concessionaire shall take all actions reasonably necessary to protect its authority to use such trade names throughout the Term and Renewal Term(s) of this Agreement.

SECTION 32. NO BROKERS INVOLVED

32.1 The Concessionaire warrants and represents to the Authority that no person or selling agency has been employed or retained by it to solicit or secure this Agreement or the Concession granted hereunder and that no person is entitled to receive commission, percentage, brokerage, or contingent fee arising out of or as a result of the award of this Concession.

SECTION 33. PENDING CONSTRUCTION

33.1 Concessionaire acknowledges that under Authority sponsored projects, construction activities on the Airport may result in disruption and/or relocation of the Airport roadways, parking and driveway facilities and construction activities at the Airport may result in disruption, temporary relocation of passenger traffic patterns, and noise. Concessionaire waives any claim of breach or Default of this Agreement by Authority as a result of any such construction activities and/or relocation under such projects and no abatement of rent or Concession Fees shall be granted.

SECTION 34. ATTORNEY'S FEES

34.1 The Authority shall have the right to recover from Concessionaire its costs and expenses, including reasonable attorneys fees and expenses, third parties fees, and court costs incurred by the Authority, arising under, relating to, or incurred in connection with this Agreement, including without limitation, the collection of understated Gross Receipts and/or Concession Fees, including any costs for arbitration of such understated Gross Receipts and/or Concession Fees.

SECTION 35. OMITTED

SECTION 36. INCORPORATION OF DOCUMENTS; ENTIRE AGREEMENT

36.1 This Agreement, including the attached exhibits and the following documents: ____, all of which are incorporated herein by reference (collectively the "Concession Documents"), set forth all the promises, covenants, conditions and understandings between Authority and Concessionaire relative to the Concession herein granted, and except as contained in this Agreement and the other

Concession Documents there are no promises, covenants, conditions or understandings, either oral or written, with respect to the Concession.

36.2 Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the Authority or Concessionaire unless reduced to writing and signed by them.

36.3 The Concession Documents are to be considered as one and whatever is called for by any one of the Concession Documents shall be binding as if called for by all. In the event of a conflict between any provisions of this Agreement and any other Concession Documents, this Agreement shall control.

SECTION 37. GOVERNING LAW, ENTIRE AGREEMENT

37.1 This Agreement shall be governed by the laws of the State of New York, contains all of the agreements of the parties with respect to the subject matter hereof and time shall be of the essence.

SECTION 38. ACTIONS RELATING TO OR ARISING OUT OF THIS AGREEMENT

38.1 The parties hereto agree not to bring any proceeding relating to or arising out of this Agreement in any court other than a competent state court in Onondaga County, New York or the United States District Court for the Northern District of New York at Syracuse. Each of the parties hereto hereby: (a) consents to the jurisdiction of any competent state court in Onondaga County, New York or the United States District Court for the Northern District of New York at Syracuse for any proceedings relating to or arising out of this Agreement; (b) irrevocably waives any objection to the jurisdiction of such courts on the grounds of forum non conveniens or lack of venue; (c) shall appoint and maintain an agent in New York for the service of all process in any such proceedings at all times during which it does not maintain an office in New York and is not registered to do business in New York; (d) agrees that service upon its agent so appointed is effective and binding service upon it; (e) irrevocably consents to the service of process of any of the aforementioned courts on it in any such proceedings by the mailing of a copy thereof by registered or certified mail (return receipt requested), postage prepaid, to its address for notice specified pursuant to Section 26.1 hereof, such service to become effective when received; and (f) confirms that nothing in this Section 38.1 shall limit the right of any party to effect service of process in any other manner permitted by such courts or by law.

SECTION 39. AIR SPACE AND NAVIGATION

39.1 This Agreement is subject to provisions, conditions and covenants of certain agreements between the Authority and the United States of America, acting through the FAA. In conjunction therewith, but not by way of limiting the foregoing, the parties agree as follows:

A. The Authority reserves (i) the right of flight for the passage of aircraft in and through the air space above the Assigned Areas, including, without limitation, using such air space for taking off from and-landing at the Airport, (ii) the right to cause in such air space such noise, fumes, emissions, and vibration as may be inherent in the operation of aircraft, now known or hereafter used, (iii) such additional rights as are necessary or appropriate in the Authority's judgment to the enjoyment and utilization of such right of flight, and (iv) the right to prevent any and all interference with such navigational aids as may be necessary or appropriate in the Authority's judgment to provide safe operation of aircraft.

B. The Authority reserves the right to install and maintain in or on the Assigned Areas, at the Authority's expense, such air navigational aids as the Authority may from time to time deem necessary or appropriate.

C. The Concessionaire covenants not to erect or permit the erection, or growth of, or permit to remain upon the Assigned Areas any building, structure, tree or other object extending into the air space above the Assigned Areas higher than as permitted in 14 C.F.R. Part 77, as such regulation may be amended from time to time, or any other more controlling air space regulation.

D. The Concessionaire covenants not to use or permit the use on the Assigned Areas, any equipment or instruments which will or might in any manner create interference with communications between the Airport and aircraft, or between aircraft and any navigational controls, whether or not located at the Airport. Said interference shall include, but is not limited to, electromagnetic interference, above-ground high-voltage lines, radio transmission and ARC-welding operations.

39.2 The Concessionaire covenants not to erect or install or permit the erection or installation on the Assigned Areas, any lights which may make it difficult for flyers to distinguish between Airport lights and others, or which might impair visibility, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Before any exterior lighting system is installed, the plans therefor shall be submitted to the Authority for its approval.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the date hereinabove stated.

WITNESS: SYRACUSE REGIONAL AIRPORT AUTHORITY

______________________________ By: ______________________________

H. Jason Terreri

Title: Executive Director

WITNESS: [CONCESSIONAIRE]

______________________________ By: ______________________________

Title: ______________________________

Exhibit A

Assigned Areas

L:\0-Construction Projects\Planning\Exhibits\Commercial\2026 Advertising Exhibits\AERIAL-MARKUP-V4 - Standard\AERIAL-MARKUP-V3.dwg

Syracuse Hancock International Airport

1000 Col. Eileen Collins Blvd. | Syracuse, NY | 13202
www.syrairport.org

LEGEND

Airport Fence Line

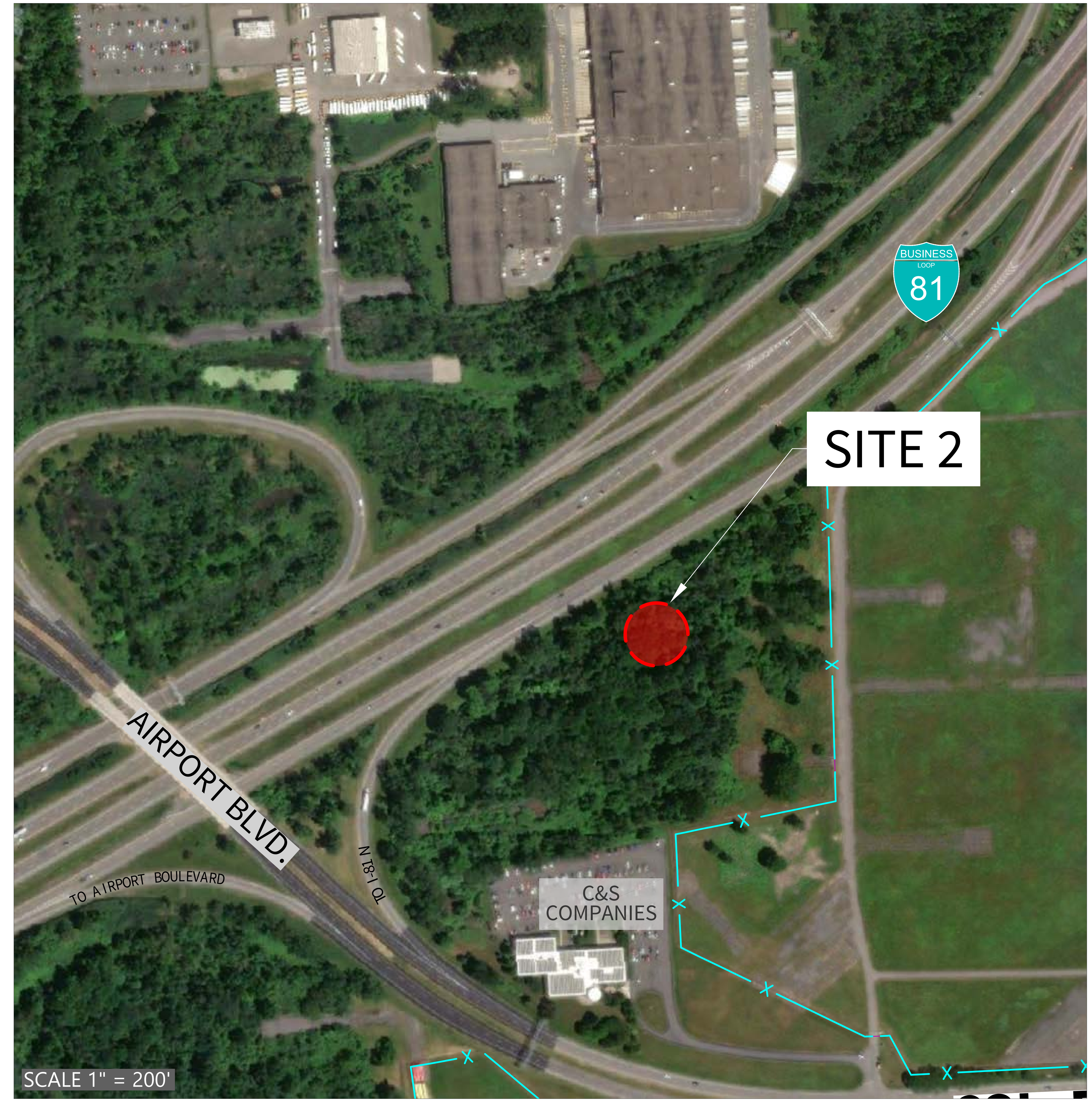
SRAA
Syracuse Regional Airport Authority

Billboard Display Advertising Concession Agreement

RFP 2026—04

Site Plan — Overall

Sheet 1 of 4



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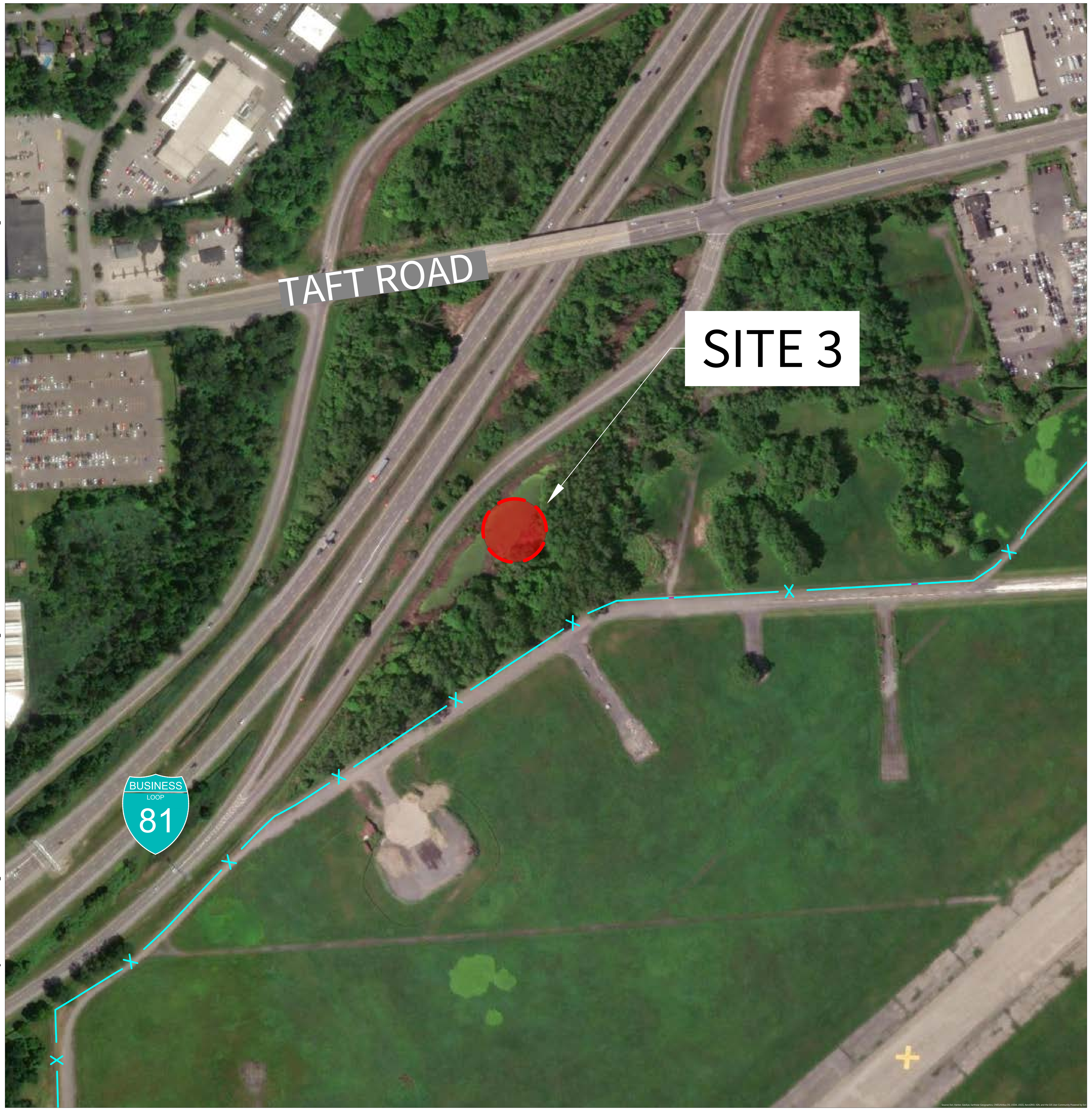
Syracuse Hancock International Airport
1000 Col. Eileen Collins Blvd. | Syracuse, NY | 13202
www.syrairport.org

Billboard Display Advertising Concession Agreement

RFP 2026—04

Sheet 2 of 4

SRAA™
Syracuse Regional
Airport Authority



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Syracuse Hancock International Airport
1000 Col. Eileen Collins Blvd. | Syracuse, NY | 13202
www.syrairport.org

Billboard Display Advertising Concession Agreement

RFP 2026—04

Sheet 3 of 4

SCALE 1" = 200'

SRAA
Syracuse Regional Airport Authority

Syracuse Hancock International Airport
1000 Col. Eileen Collins Blvd. | Syracuse, NY | 13202
www.syrairport.org

Billboard Display Advertising Concession Agreement

RFP 2026—04

SCALE 1" = 200'

SRAA
Syracuse Regional Airport Authority

Exhibit B

Monthly Gross Receipts Report

SYRACUSE AIRPORT

Company Name	(insert Company name)
Reporting Form for the Month and Year	(insert date)
Total Advertising Agreements	(insert number)
Gross Receipts **List by Category**	
Exclusions from Gross Receipts **List by Category**	-$ (insert amount)
	$ (insert amount)
Total Gross Receipts	$ (insert amount)
Times Share %	$ (insert amount)
Amount Due Syracuse Regional Airport Authority	$ (insert amount)

I certify under penalty of perjury that the above information is true and accurate to the best of my knowledge and accurately states our Gross Receipts and Transactions during the period indicated.

____ Date_______________

Printed Name: ___________________________, Title: _________________________________

Attach monthly trial balance or sales journal summary for the Syracuse Airport location showing the Gross Receipts by line item. Note: Assets and Liabilities do not need to be disclosed

Exhibit C

Initial Improvements

Exhibit D-1

Initial Assigned Areas Condition Report

Exhibit D-2

Current Assigned Areas Condition Report

APPENDIX A

REQUIRED FEDERAL AVIATION ADMINISTRATION AND NEW YORK STATE CONTRACT CLAUSES

Federally Required Contract Clauses (Current as of December 29, 2025)

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific contract provisions in project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any subcontractor engaged by contractor as follows:

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

The above provision obligates the Contractor for the period during which the property is used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

TITLE VI COMPLIANCE

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
• 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
• The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

A. The Contractor for himself/herself, his/her heirs, 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. In the event of breach of any of the above Non-discrimination covenants, Owner will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This Agreement and any subcontracts resulting therefrom incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Agreement and any subcontracts resulting therefrom incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

New York State Required Contract Clauses (Standard Clauses for NYS Contracts-2023)

The Authority is a New York State public benefit corporation and as such is required to include specific contract provisions in all such project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor’s contracts with any sub-recipients or subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by Contractor as follows:

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void.

The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business
Albany, New York 12245 Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development 633 Third Avenue
New York, NY 10017 212-803-2414
email: mwbecertification@esd.ny.gov

https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list- entities-determined-benon-responsive-biddersofferers-pursuant-nys-iran-divestmentact-2012.

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State. During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.