



**REQUEST FOR PROPOSALS FOR ADVERTISING CONCESSION
AT FORT SMITH REGIONAL AIRPORT (FSM)**

Fort Smith Airport Commission (“Commission”)
6700 McKennon Blvd, Ste 200
Fort Smith, AR 72903

DEADLINE FOR RECEIVING PROPOSAL

Responses to this RFP must be submitted by 2:00 pm CST on July 9, 2026. **Proposals received after 2:00pm CST will not be considered.** Proposals must be delivered to:

Fort Smith Regional Airport
Proposal, Advertising Concession
6700 McKennon Blvd, Ste 200
Fort Smith, AR 72903
Attn: Lindsay Conley, Finance Director

One (1) signed original (unbound) and three (3) copies, plus one (1) electronic (pdf format) copy of the RFP must be received no later than 12:00pm CST on July 9, 2026. Submissions should be sent in a sealed envelope and marked on the outside: "**Proposal, Advertising Concession.**" The sealed envelope should also list the name of the proposer on the outside of the box. The Proposals must be complete by providing all of the information requested under the “Proposal Submittal Requirements” (See Section VII, 3. Proposal Information).

DEADLINE FOR WRITTEN QUESTIONS

Questions regarding this RFP should be submitted in writing to Lindsay Conley by e-mail at lindsay@flyfsm.com no later than noon on June 10, 2026.

PROPOSED TENTATIVE SCHEDULE

Outlined below is a tentative schedule of events for this RFP process:

Activity	Date
Issue RFP	5/28/2026
Submittal of Written Questions Due Date at 12:00pm CST	6/10/2026
Final Addendum Issued, if necessary	6/26/2026
Proposal Due Date at 12:00 pm CST	7/9/2026
Contract Award Recommendation to Commission	7/28/2026
Award	8/3/2026

All dates are subject to change without prior notice. The commission is not responsible for cost or losses incurred by any proposer due to date changes.

INTRODUCTION

The Fort Smith Airport Commission (“Commission) operates the Fort Smith Regional Airport (FSM). The commission is soliciting Proposals from qualified advertising firms to provide a fully integrated, high-quality, professionally designed, and managed commercial advertising program for the FSM Airport Terminal. The proposed commercial advertising program should maximize revenue opportunities while remaining aesthetically consistent with and complementary to the Airport’s architectural design, and without interfering with operational efficiencies. The anticipated contract term is five (5) years.

The commission’s objectives for this solicitation include the following:

- Provide the Airport with an advertising concession that reflects current industry trends throughout the term of the Agreement;
- Select a Proposer with demonstrated experience in the successful operation of advertising concessions, preferably at airports of similar or greater size and complexity; and
- Select a Proposer based on the overall quality of the Proposal, including the Proposer’s ability to deliver a high-quality advertising program and generate exceptional revenue opportunities for both the Proposer and the Commission.

The Commission anticipates awarding the Agreement to the firm that demonstrates superior competence, relevant qualifications, and the ability to maximize revenue for the Commission, in accordance with the procedures and evaluation criteria set forth in this Request for Proposals. All Proposers must demonstrate experience in advertising concessions, financial capability, and creativity in developing innovative advertising concepts and revenue-generating opportunities. Proposals should incorporate solutions that enhance revenue potential and operational effectiveness while elevating the overall customer experience at FSM.

Additional information regarding the Commission and FSM can be found at <https://flyfsm.com/>.

SECTION I – DEFINITIONS

Capitalized terms in this “Request for Proposals” shall be given the meaning contained herein.

1. **Advertising Concessionaire.** The successful Proposer firm that contracts with the Commission for the advertising concession which is the subject of this RFP.

2. **Advertising Concessionaire Services.** The planning, development, financing, installation, operation, maintenance, marketing, sales, monitoring, repair, removal, replacement, and administration of advertising media and related systems within Airport facilities and on Airport property, including but not limited to static and digital advertising displays, signage, wayfinding integrated advertising, experiential and display based advertising, data enabled advertising platforms, and any supporting hardware, software, networks, power, or communications infrastructure required to support such advertising.

3. **Agreement.** The Advertising Concessionaire Agreement to be entered between Advertising Concessionaire and the Commission to operate the advertising concession at the Airport.

4. **Airport.** All of the land, buildings, and facilities comprising Fort Smith Regional Airport as now exists or as the same may hereafter be expanded and developed, unless otherwise designated.

5. **Annual Privilege Fee.** The Annual Privilege Fee shall be the greater of MAG or Percentage Fee for any given Contract Year.

6. **Commencement Date.** The date for commencing the Advertising Concessions service which shall be October 1, 2026.

7. **Contract Year.** During the term of this Agreement, the periods of twelve (12) consecutive calendar months from October 1 through September 30.

8. **Effective Date.** The date the Agreement is fully executed by both parties.

9. **FAA.** The Federal Aviation Administration of the United States Government, and any federal agency succeeding to its jurisdiction.

10. **Advertising Concession Revenues.** The aggregate gross amount of revenue derived from the Concession, whether cash, credit, or in kind. No deduction shall be permitted from credit card discounts or thefts, and for uncollected or uncollectible credit or charge accounts.

11. **MAG.** Minimum Annual Guarantee.

12. **Percent Fee.** Percentage of Advertising Concessionaires' gross revenue derived from its operations at the Airport.

13. **Proposal.** The document submitted by a Proposer that outlines their qualifications, approach, bid, and terms for fulfilling the requirements set forth in a Request for Proposal (RFP).

14. **Proposer.** Any entity who submits an RFP and who meets the requirements set forth in the RFP.

15. **RFP.** The (a) Notice, (b) the "Request for Proposals", (c) any written supplementary instructions or addenda, (d) the RFP forms, and (e) the Advertising Concessionaire Agreement form. All Proposers should obtain and review all the abovementioned documents, which are contained in the RFP package or will otherwise be provided to the Proposers, before submitting an RFP. By submitting an RFP, the Proposer accepts and agrees that its submittal is subject to the terms and conditions contained in the RFP.

16. **Signs.** Any advertising sign, billboard, traffic or identification sign, symbol, poster, or other comparable device, regardless of content.

17. **TSA.** The Transportation Security Administration of the Department of Homeland Security of the United States Government, and any federal agency succeeding to its jurisdiction.

SECTION II – SCOPE OF WORK

For the purposes of this RFP, the Advertising Concessionaire will, subject to a final, executed agreement between the parties, serve as the Advertising Concessionaire for the FSM Terminal Complex.

The selected firm will be expected to meet or exceed the following goals and objectives throughout the term of the Agreement:

- Showcase the uniqueness of Fort Smith, its business, and its culture.
- Produce and promote new advertising opportunities from local, regional, and national advertising sales.
- Promote tourism, business, and communities of Fort Smith and the River Valley.
- Maximize revenue to the Commission while maintaining the overall goal of the program.
- Revenue received must exceed a Minimum Annual Guarantee as bid by the successful Proposer.
- Produce contemporary designs through the term of the agreement in order to remain attractive and relevant in the market.
- Identify, finance, develop and implement new advertising opportunities for existing and future Terminal design features.
- Ensure optimum advertising effectiveness and minimize visual clutter.
- Feature the latest in advertising technology and other related products and services, incorporating contemporary advertising approaches, and innovative media opportunities.

Program includes the following, subject to change at the Commission's discretion:

- Seventeen (17) backlit, wall-mounted advertising signs
- One (1) 22-foot Wall Banner display
- Five (5) three-sided, free-standing display kiosks
- Three (3) three-sided, free-standing tri-tower exhibits
- Four (4) two-sided baggage pedestal displays on baggage belt platform
- One (1) backlit, wall-mounted Hotel/Motel Phone Center with advertising spots

- Five (5) Vector Edge Poster Panels in Gate Areas
- Eight (8) Main Lobby Display Panels
- Four (4) Baggage Claim Display Panels
- One (1) free-standing showcase kiosk owned by client

The Proposer shall coordinate all phases of the advertising concession program at FSM including development of a business strategy which should identify additional advertising opportunities at FSM; creation and implementation of a marketing and sales plan; management of advertising contracts; production and monthly reporting. Installation and maintenance of advertising displays are negotiable. If the Proposer intends to utilize airport staff for installation and maintenance, the proposed Minimum Annual Guarantee and Percentage Fee should reflect an increased share of revenue to the Airport.

SECTION III – PROPOSER EXPERIENCE REQUIREMENTS

- Proposer shall have been in continuous existence for at least the last five (5) years.
- Proposer shall have demonstrated experience for the last three (3) consecutive years in the solicitation and sale of advertising and displays at five (5) or more locations, such operations each generating annual Gross Revenues of at least \$250,000.
- Proposer shall demonstrate evidence that their sales organization is capable of procuring a mix of local, regional, and national accounts. Airport experience is preferred.
- Proposer must demonstrate ability to be resourceful and imaginative to create designs that will maximize the impact of space used and be creative in the identification of advertising possibilities.

SECTION IV– PROPOSED MINIMUM ANNUAL GUARANTEE

During the Term of this Agreement Advertising Concessionaire shall pay the Commission the following fees:

- 1) During Contract Year 1 of the Term, Advertising Concessionaire shall pay to the Commission an Annual Privilege Fee for the non-exclusive right to operate an Advertising Concession at the Airport, the greater of following:
 - A. Minimum Annual Guarantee in the amount as proposed by the Advertising Concessionaire for Contract Year 1 of the Term (October 1, 2026 – September 30, 2027) or;
 - B. Percentage Fee of the Gross Revenues derived from Advertising Concessionaire’s operations at the Airport during the first Contract Year.

- 2) For Contract Years 2, 3, 4 and 5 of the Term, Advertising Concessionaire shall pay to the Commission an Annual Privilege Fee for the non-exclusive right to operate an Advertising Concession at the Airport, the greater of following:
 - a) **MAG** equal to eighty-five percent (85%) of the prior Contract Year's Annual Privilege Fee or;
 - b) **Percentage Fee of** the Gross Revenues derived from Advertising Concessionaire's operations at the Airport during the respective Contract Year.

Under no circumstances shall the MAG for any Contract Year be lower than the MAG established for Contract Year 1 as proposed by the Advertising Concessionaire.

SECTION V – PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held for this Request for Proposals.

Please contact Lindsay Conley, lindsay@flyfsm.com, with questions or if a site visit is requested. Any amendments or supplements to the RFP arising out of the questions received or site visits will be reflected by a written addenda.

SECTION VI – INSURANCE REQUIREMENTS

The successful firm shall be required to provide evidence of insurance coverage from a company licensed to do business in the State of Arkansas for Commercial General Liability Insurance with a combined single limit of \$300,000. The policy shall not contain any restrictions of coverage regarding operations on or near airport premises. The policy required herein shall be endorsed to name the Commission as an additional insured and shall provide that such insurance is primary.

SECTION VII – SELECTION PROCESS

1. General. This Request for Proposals is a competitive selection process for the Advertising Concession at FSM. The Commission reserves the right, but has no obligation, to develop a short list of proposers for interviews prior to final selection. Any short list will consist of firms the Selection Committee determines to be the most qualified based on the evaluation criteria contained in this RFP. If a short list is used, the same evaluation criteria will form the basis for both shortlisting and final ranking. Once the final ranking is established, the Commission will enter negotiations with the

highest ranked firm. If the Commission is unable to reach an agreement with that firm, negotiations will be closed and initiated with the next highest ranked firm, and so on. The final contract will be based on the form of Agreement included with this RFP.

2. RFP Copies. RFPs are available beginning May 28, 2026, on the Airport website <https://flyfsm.com/opportunities/> or by contacting Lindsay Conley via email at lindsay@flyfsm.com. A copy of the RFP can also be obtained by requesting the RFP in person at the Airport Administration Building, 6700 McKennon Boulevard, Suite 200, Fort Smith, AR, 72903.
3. Proposal Information. Firms interested in providing Advertising Concessionaire Services must submit a written Proposal in accordance with the requirements of the RFP. The Proposal submission shall include the following information and should generally follow the outline below.
 - A. Minimum Annual Guarantee (MAG) for Contract Year 1 (not to exceed 1 page): The Proposer must submit its proposed MAG commitment for Contract Year 1. This amount shall serve as the base MAG for the duration of the contract. Refer to Section IV of this RFP for additional information.
 - B. Experience and Qualifications Statement (not to exceed 10 pages):
 - 1) Company and any partners' qualifications gained over at least the last five (5) years to perform the type of work described in this RFP.
 - 2) Company's experience over the last three (3) consecutive years in the solicitation and sale of advertising and displays at three (3) or more locations generating annual gross revenues of at least \$350,000.
 - 3) Capability to provide a mix of local, regional, and national accounts.
 - 4) Airport-related advertising experience as applicable.
 - C. Marketing and Business Strategy Plan (not to exceed 10 pages):
 - 1) Describe the proposer's experience and ability to develop and implement state-of-the-art, multi-media advertising concepts.
 - 2) Concepts should represent innovative methods of generating advertising revenues.
 - 3) Outline proposed methods for creating advertising opportunities that highlight the uniqueness of Fort Smith, including its business community, cultural assets, and regional identity.
 - 4) Describe strategies for marketing the advertising program to attract local, regional, and national advertisers.
 - 5) Include approaches for outreach, partnerships, and promotional activities that will maximize program visibility and participation.

4. Form of Proposals.

The Proposal should include a cover sheet, in addition to the information specified in Section VII (3) above not to exceed 41 pages. Compliance with the maximum page requirement is important; each page side with criteria information will be confirmed. Resumes may be attached as Appendices do not count toward the page limit. Each page shall not be larger than 8 ½" x 11". Each Proposer shall properly sign its Proposal either by handwritten (ink) signature or by an authorized digital signature.

5. Submission of Proposals. One (1) signed original (unbound) and three (3) copies, plus one (1) electronic (pdf format) copy of the RFP must be submitted to the Commission by the submission deadline of 12:00 pm on Thursday, July 9, 2026, or any extension thereof made by written addendum. Proposal submissions must be delivered to the reception desk of the Fort Smith Regional Airport at 6700 McKennon Boulevard, Suite 200, Fort Smith, AR 72903 prior to the Proposal submission deadline, and must be addressed to the attention of Lindsay Conley, Director of Finance & Administration, be sealed, and include the firm name, and the title, Advertising Concession at FSM. Each Respondent is solely responsible for the timely delivery of all copies of the Proposal. Proposals received after the time and date for receipt of Proposals will not be considered and will be returned unopened. Proposals submitted orally, by telephone, by electronic mail or other means of electronic submission will not be accepted and will not receive consideration.

6. Withdrawal or Revision of Proposals. A Proposer may withdraw or revise (by withdrawal of one Proposal and submission of another) a Proposal provided that the Proposer's request for withdrawal or revision is received by the Commission in writing before the deadline specified for receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the requirements to the RFP.

7. Selection Criteria. The selection criteria, and the relative weight of such criteria, to be used by the Selection Committee to select and rank the Proposers:

Selection Criteria	Relative Weight of Selection Criteria (Total = 100 points)
(A) Minimum Annual Guarantee / Percentage Fee	30
(B) Experience and Qualifications	30
(C) Marketing and Business Strategy Plan	35
(D) ACDBE Participation	5

SECTION VIII - GENERAL INFORMATION AND INSTRUCTIONS

1. Representations of Proposers. By submitting a Proposal, a Proposer agrees and represents to the Commission the following:
 - a) Proposer has read and understands the RFP, and that all information provided in response thereto, including the Proposal submitted, is made in accordance with the requirements of the RFP.
 - b) Proposer certifies, by submission of a Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, proposed for suspension, declared ineligible, or voluntarily excluded from participation in the proposed services by any governmental entity, department, or agency. Proposer further understands and agrees that by submitting a Proposal that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts, and subcontracts related to the services. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in writing with the submission of the Proposal.
 - c) The Proposal and all other information submitted to the Commission is true and correct to the best of Proposer's knowledge, information, and belief. No representation or information provided by Proposer contains, or will contain, any untrue statement of material fact or omits, or will omit, to state any material fact necessary to make such representation or information not misleading considering the circumstances under which it was made.
2. Commission Right to Cancel RFP or Reject Proposal. The Commission may cancel the RFP or reject, in whole or in part, any or all Proposals for any reason. Likewise, if the Commission and the Proposer cannot agree on a contract with financial terms which are fair and reasonable to the Commission, then the Commission need not proceed with Proposer, may terminate negotiations, and may negotiate with the next most qualified Proposer on the final short list. Any proposed agreement(s) negotiated by the Commission will be based on the attached form of Agreement and will be subject to the final Commission approval.
3. Execution of Contract. No contract shall be deemed to have been finally awarded, enforceable, or in effect, and no Proposer shall have any expectation of any award of a contract or of any work or services until a written contract has been actually executed by both an authorized representative of the Commission and the successful Proposer.
4. Form of Contract. The proposed Agreement and related exhibits to be negotiated by the Commission and the Proposer(s) shall be substantially in the form included in this RFP.

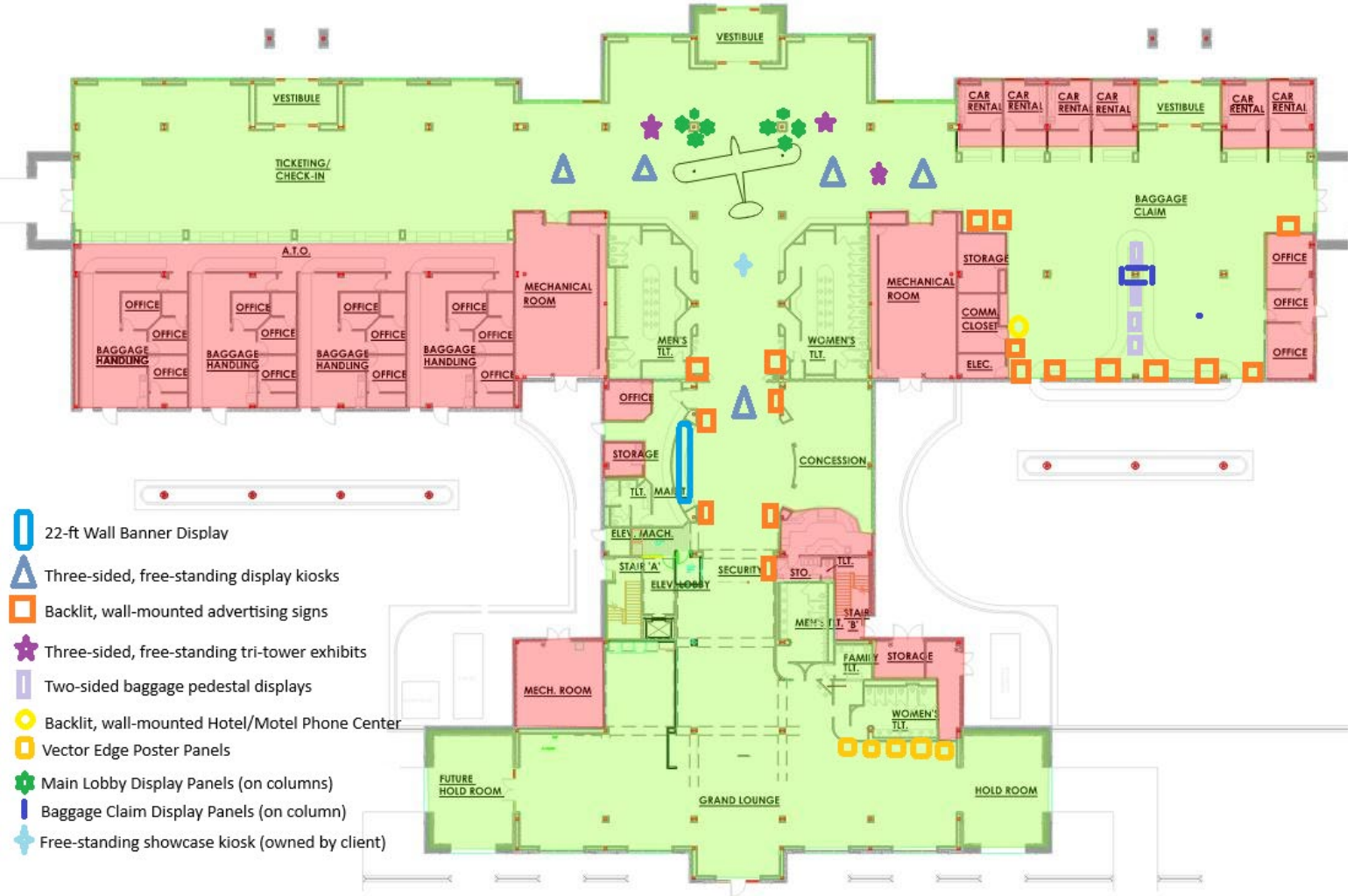
5. Instructions and Addenda. All instructions regarding the RFP shall be in writing. Oral instructions, including any oral statements made at the pre-submission conference shall not be followed unless confirmed by the Commission in writing via an addendum to this RFP. Any changes to the RFP will be in the form of a written addendum which will be posted at <https://flyfsm.com/opportunities/> on June 26, 2026. The following shall apply to any addenda: (1) addenda will be posted at <https://flyfsm.com/opportunities/> on June 26, 2026; (2) copies of addenda will be made available by request to lindsay@flyfsm.com; (3) no addenda will be issued later than four (4) working days prior to the due date for receipt of Proposals, except an addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.
6. No Responsibility for Proposers' Costs. Proposers shall be solely responsible for all its costs incurred in the RFP process or the result of submitting a Proposal.
7. No Contact. No representative or agent of consultant of a Proposer may contact any member of the staff of the Commission or Airport, any Selection Committee member, any member or director of the Commission, or any other agent or consultant of the Commission, either directly or indirectly, except as follows: (1) questions related to the Proposal process or the program may be directed in writing to Lindsay Conley via email at lindsay@flyfsm.com; (2) participation in informational meetings (if any) which are open to all RFP Holders; and (3) participation in scheduled interviews, if held. Any communication, or attempted communication, with any person other than as designated above shall, in the sole discretion of the Commission, will be grounds for disqualification of the Proposer.
8. Right to Investigate. By submitting a Proposal, the Proposer understands and agrees that the agents or representatives of the Commission or the Selection Committee have the right to make (or not make) any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Proposal. During any such inquiry or investigation, Proposer shall provide any requested release or approval to obtain any and all information sought.
9. Use of the Commission Name. All Proposers are prohibited from using the name, logo, trademark, or other representation of "Fort Smith Regional Airport" in any form or medium for public advertising unless express written permission is granted by the Commission.
10. Conflict of Interest. The selected Proposer and its owners, principals, or employees may not be involved with other the Commission related business during the term of the proposed contract so as to create a conflict of interest. All determinations regarding

potential conflicts of interest shall be resolved by the Commission, whose decision shall be final.

11. Ownership of Materials and Confidentiality. All materials submitted as part of a Proposal shall become the property of the Commission upon delivery. Until the award and execution of a final written contract by the Commission, only the name of each person or firm who submitted a Proposal will be made available to the public. All other information received by the Commission as part of a Proposal shall be confidential. The Proposals (and any other materials submitted in response to the RFP) may be subject to public disclosure after the contract is awarded and the Commission and Proposer has executed the final contract.
12. Right to Refuse Consideration of Proposal. The Commission reserves the right to refuse to consider a Proposal from a prospective Proposer for any of the following reasons: (1) failure to comply with any prequalification requirements of the Commission, if such requirements are cited, or otherwise included, in the RFP as a minimum qualifications requirement; (2) failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Commission) at the time the Commission has issued the RFP; (3) a Proposer's default under previous contracts with the Commission; or (4) unsatisfactory work on previous contracts with the Commission.
13. The Commission maintains a list consisting of all service providers/vendors providing services/products at the Airport. Each firm must complete and submit, with its submittal, information with respect to such firm in the form included in the solicitation documents. The listing of a firm on the Commission Submitters list is not an endorsement of that firm and does not indicate that the firm has been pre-qualified for airport work.
14. ACDBE. It is the policy of the Commission to ensure that socially and economically Airport Concession Disadvantaged Business Enterprise firms ("ACDBEs"), regardless of race or sex, have a fair and equal opportunity to participate in the Commission's contracts. Pursuant to the U.S. Department of Transportation's Interim Final Rule (IFR) issued September 30, 2025, (see Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications, 90 Fed. Reg. No. 190, page 47969-47982), until the state completes the reevaluation process described in the IFR, the Commission will no longer include ACDBE contract goals or count ACDBE participation toward overall program goals. Respondents are still encouraged to pursue subcontracting and partnership opportunities with socially and economically disadvantaged small businesses.

Attachment 1

Current Advertising Locations



Attachment 2

Advertising Concession Agreement (Draft)

AGREEMENT (Draft)

This Agreement made this _____ day of _____, 2026 by and between the Fort Smith Airport Commission, hereinafter called Commission, and _____, hereinafter called Operator.

WITNESSETH:

WHEREAS, Commission owns and operates the Fort Smith Regional Airport located in Fort Smith, Arkansas, hereinafter called the "Airport" for the convenience and necessity of Airport customers,

WHEREAS, revenues received from commercial users of the Airport facilities are vital to the economic well-being of the Airport;

WHEREAS, Operator desires to manage the advertising concessions in the airline terminal, and

NOW, THEREFORE, Commission will hereby grant the Operator advertising rights to market certain displays units within the Airline Terminal of the Fort Smith Regional Airport: for and in consideration of the covenants and agreements herein contained, and other valuable consideration, the parties hereto agree as follows:

1. Display Unit. This Agreement includes the following units:

- Seventeen (17) backlit, wall-mounted advertising signs
- One (1) 22-foot Wall Banner display
- Five (5) three-sided, free-standing display kiosks
- Three (3) three-sided, free-standing tri-tower exhibits
- Four (4) two-sided baggage pedestal displays on baggage belt platform
- One (1) backlit, wall-mounted Hotel/Motel Phone Center with advertising spots
- Five (5) Vector Edge Poster Panels in Gate Areas
- Eight (8) Main Lobby Display Panels
- Four (4) Baggage Claim Display Panels
- One (1) free-standing showcase kiosk owned by client

Installation and/or removal of existing and new displays shall be coordinated with Airport Director. Additional advertising locations in the terminal may be added to the scope of services if deemed necessary and appropriate by both parties.

2. Term. The term of this Agreement will be five years, commencing on October 1, 2026 and ending on September 30, 2031, with two options to renew for an additional one year as provided herein.

3. Services to Be Provided by Operator.

- a) Market current and develop new advertising options.
- b) Coordinate copy production and installation of color transparencies for wall displays.
- c) Provide display inventory for new displays.
- d) Handle administrative functions of contracts with Operator's clients who advertise at the Airport.
- e) Maintain all display equipment provided by Operator.

4. Services to Be Provided by Commission.

- a) Maintain cleanliness of exterior of display equipment.

5. Operator Compensation. Operator will receive ____% of the advertising revenue received for each advertising contract generated by Operator. The percentage fee revenue will apply to all existing and new contracts. Operator will collect advertising revenue from Operator's clients and remit such revenue, less ____%, to the Airport.

The Commission has one existing direct advertising agreement in force with Rheem and Operator shall receive no compensation for the existing agreement. The Commission shall not seek additional clients.

6. Payments. All payments are due and payable to the Commission on the 1st day of the 1st month immediately following the month services are provided. Operator will submit to the Airport with payment a detailed report reflecting each contract, receipts per contract, operator's compensation, and total amount due the Commission. The payment will be considered delinquent if received after the 5th of the month. A late charge in the amount of ten percent (10%) of any monthly payment or portion thereof may be charged on any such payment or portion of payment not received on or before 5th day of the month in which the charge is due.

7. Advertising Rate Setting Methodology. Pricing rates are the amounts charged to Operator's clients who advertise at the Airport. Initial pricing rates for existing

advertising displays shall be as established at time of this Agreement. Price rates for new displays herein shall be established by the Airport with consideration of Operator's written recommendation. Subsequent changes in pricing rates for all displays must be approved in writing by Airport.

8. Display Materials. Materials used by Operator in the equipment to be installed under the terms of this Agreement, including but not limited to all advertising and promotional materials, shall be subject to the approval of Airport Director.

9. Title. Title to all improvements and fixtures and displays constructed directly on the airport premises by Operator shall vest in the Commission.

10. Option to Renew. If Operator has faithfully performed the covenants of this Agreement and is in compliance with all terms of this Agreement, Operator shall have the option to renew this Agreement for two additional one-year periods at the same terms and conditions as contained herein. Such option to renew is subject to approval by the Commission. Operator shall submit request to exercise the option to renew not less than 90 days prior to the expiration of the primary term of this Agreement.

11. Insurance. Operator will carry liability insurance with a \$300,000 combined single limit. A certificate evidencing such insurance will be filed with the Commission and the insurance policy will be endorsed to provide the Commission with thirty (30) days' notice of cancellation before the cancellation is effective.

12. ACDBE Compliance Requirements.

- a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR 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 49 CFR Part 23.
- b) Operator agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements;
- c) Operator agrees to make good faith effort to meet ACDBE requirements and the airport is established ACDBE goals; and
- d) Operator agrees to submit records of ACDBE Participation annually and maintain such records for three years. Reports include, but not limited to, 1) names and addresses Operator ACDBE contractor and suppliers with description of work performed and dollar amount of participate/cost; and 2) if

ACDBE goals are not met, a signed good faith effort with evidence of good faith efforts to meet the airport's ACDBE goals.

13. Non-Discrimination Requirements. Operator, as part of the consideration hereof, does hereby covenant and agree: (1) that no person on the grounds of race, color, religion, sex or national origin, will be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Operator, in the use of the Airport hereunder, (2) that in the construction of any improvements on, over, or under such Airport, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Operator will maintain, use, and operate on the Airport and provide services in compliance with all requirements imposed by Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

Operator will (1) furnish all services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and (2) charge reasonable, and not unjustly discriminatory prices for each unit of service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. Indemnify and Hold Harmless. Operator will indemnify, protect, defend and hold completely harmless, the Commission, the Airport, and the City and their trustees, directors and commissioners, councilors, officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from Operator's operations at the Fort Smith Regional Airport and from any advertising content.

15. Laws, Ordinances, Regulations and Rules. Operator will comply with all laws, ordinances, regulations and rules of the State of Arkansas and all Federal, County and City rules and regulations. Operator will comply with all rules and regulations of the Commission.

16. Taxes and Other Governmental Charges. Operator shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be assessed or levied against or with respect to Operator's improvements, machinery, equipment or other property installed or used upon the Airport, including any personal property tax that may be assessed as a result of Operator's use of the airport premises. In good faith and with due diligence, Operator may contest any such taxes or governmental charges. Commission shall not be responsible for any of taxes on Operator's business operations, or otherwise in connection with any aspect of Operator's responsibilities herein.

17. Termination. This Agreement may be terminated by Commission, at its option, in the event of the following:

- a) If a receiver or trustee is appointed for or ordered to dispose of Operator's business or property, or if Operator files a petition for bankruptcy or makes a general assignment for the benefit of creditors.
- b) If Operator fails to comply with the covenants of this Agreement, and Commission has given Operator (30) days written notice to cure said default and said default has not been cured timely.
- c) If, within one year of the date of this Agreement, Operator fails to acquire and subsequently maintain contracts for seventy percent (70%) of the display space in the airline terminal.
- d) Operator shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the airport premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in this Agreement, except in accordance with the provisions hereof.
- e) Operator shall terminate its corporate structure, except as permitted herein.
- f) Operator shall file a Petition requesting relief or institute a proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency; or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against Operator and continued for ninety (90) days; or a receiver of all or substantially all of the property of Operator shall be appointed and the receiver shall not be dismissed for sixty (60) days; or the Operator shall make any assignment for the benefit of the Operator's creditors;
- g) Operator shall fail to observe or perform any other of its obligations hereunder, and such failure shall continue un-remedied for twenty (20) days after the Commission shall have given to the Operator written notice specifying such default. Provided, the Commission may grant Operator such additional time as is reasonably required to correct any such default if Operator has instituted corrective action and diligently is pursuing the same;
- h) Operator shall fail to provide and maintain any security assurances required Commission.

18. Remedies Upon Operator's Default. Whenever an event of default of Operator shall occur, the Commission may pursue any available right or remedy at law or equity including;

- a) Termination. At its exclusive option, the Commission may deliver to Operator written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, Operator's rights under this Agreement

immediately shall cease. Upon termination of this Agreement, Operator shall be liable for payment of:

- 1) All funds held on behalf of advertisers for fabrication of display equipment, copy production, installation of color transparencies, or any other funds received from advertisers in conjunction with Operator's services under this Agreement.
 - 2) The reasonable costs incurred by the Commission to complete Operator's pending advertising transactions, recover funds held on behalf of advertisers by Operator, including those for copy production, installation of equipment, or other services contracted between Operator and Advertisers in conjunction with Operator's services under this Agreement.
 - 3) All funds received by the Commission under this section herein shall not reinstate this Agreement.
- b) Cumulative Remedies. Each remedy available to the Commission under this section shall be cumulative and shall be in addition to every other remedy of the Commission under this Agreement or existing at law or in equity.

19. Non-Waiver. Neither the waiver by the Commission of any breach of Operator of any provision hereof nor any forbearance by the Commission to seek a remedy for any such breach shall operate as a waiver of any breach by Operator.

20. Assignment by The Commission. The Commission may transfer or assign this Agreement to any successor-in-interest to whom the Airport may be sold or assigned; however, the successor-in-interest shall execute and deliver to the Commission, with a copy to Operator, an instrument assuming the obligations of the Commission and the City of Fort Smith under this Agreement.

21. Assigning, Subletting and Encumbering. Operator shall not assign this Agreement in whole or in part, nor sublease all or any part of the airport premises, nor permit other persons to occupy said airport premises or any part thereof, nor grant any license or concession for all or any part of said airport premises. Neither Operator's interest in this Agreement, nor any estate created hereby in Operator nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Operator are transferred, or if any partnership interests of Operator are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Operator, same shall be deemed an assignment for the purposes of this Section and shall require the Commission's prior written consent, and Operator shall notify the Commission of any such change or proposed change.

22. Consent Not Unreasonable Withheld. Whenever it is provided herein that the consent of the Commission or Operator is required, such consent shall not be unreasonably withheld, conditioned or delayed, except as provided herein.

23. Notices. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been sufficiently given on the third day following the day on which the same are mailed by registered or certified mail, postage prepaid as follows, if to the Commission:

Airport Director
Fort Smith Regional Airport
6700 McKennon Boulevard, Suite 200
Fort Smith, AR 72903

and if to Operator:

The Commission and the Operator, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

24. Effect of Sundays And Legal Holidays. Whenever this Agreement requires any action to be taken on a Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

25. Commission Authority and Approval. The Airport is managed by the Airport Director and for all purposes of this Agreement the term "Airport Director" shall include the Airport Director or such person or persons as may from time to time be authorized to act

in his stead with respect to matters pertaining to this Agreement. The method and arrangement for operating on the Airport will be subject to the review and approval of Airport Director. Commission shall have the right to resolve all such disputes, disagreements or conflicts; and Commission's determination thereof, and/or the manner in which Operator shall thereafter operate, shall be binding upon Operator. Wherever the approval of the Commission is called for herein, it is understood and agreed that such approval will be at the sole discretion of the Commission and will be in writing, in advance.

26. Domestication. If Operator is a foreign corporation, it shall domesticate its corporate status within the State of Arkansas, obtain a Certificate of Good Standing from the Secretary of State of Arkansas and provide to the Commission such evidence of domestication in good standing as the Commission from time to time reasonably may require.

27. Descriptive Headings, Table of Contents. The descriptive headings of the sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning, construction, interpretation or effect of this Agreement.

28. Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation. If any suit or action is instituted for the enforcement of any of the obligations under this Agreement, the venue of any such suit or action shall be in the County of Sebastian, State of Arkansas.

29. Force Majeure. Neither the Commission nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder.

30. Condemnation. If, at any time during the Term and any extended term, the airport premises or the improvements located thereon, or any portion thereof, shall be taken by exercise of the power of eminent domain by a governmental entity other than the Commission or the City of Fort Smith, the proceeds and awards in the condemnation

proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If the Commission and Operator are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the airport premises are wholly taken by condemnation, this Agreement shall terminate. Provided, valuation of Operator's interest in the airport premises and any improvements thereon shall be determined in the manner set forth in Operator's Agreement.

31. Severability. In case one or more of the covenants, agreements, terms or provisions contained herein shall be declared invalid, illegal or unenforceable in any respect validity of the remaining covenants, agreements, terms or provision shall not be affected thereby.

32. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Commission, Operator and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

33. Covenants. Operator covenants to comply with all requirements of this Agreement.

IN WITNESS WHEREOF, Commission and Operator have executed this Agreement at Fort Smith, Arkansas, on the _____ day of _____, 2026.

FORT SMITH AIRPORT COMMISSION _____

By: _____

Andrew Meyer, Airport Director

By: _____

ATTEST:

ATTEST:
