

AUG 24 2015

C2016-122

## Alliance Airport Advertising

8945 W. Russell Road, Suite 150  
Las Vegas, Nevada 89148  
702-362-4777

TOWF  
PHX 2592  
FOOH billed

(D)

### Display Space Agreement No. 4069PHXr2

This Agreement made and entered into this 15<sup>th</sup> day of July, 2015 by and between Alliance Corporation, a Nevada Corporation, hereafter referred to as "Alliance Airport Advertising", and Town of Fountain Hills, an Arizona Municipal Corporation, hereafter referred to as "Lessee".

1. Lessee hereby authorizes Alliance Airport Advertising to furnish display space in Phoenix Sky Harbor International Airport, Phoenix, Arizona, owned and operated by the City of Phoenix, a municipal corporation of the State of Arizona, hereinafter referred to as the "City".
2. The term of this Agreement shall be for a period of Twelve (12) months, commencing on July 1, 2015 through June 30, 2016.
3. Lessee's display(s) and related lease rates will consist of the following: Brochure Advertising Package to be posted in Terminal 2, Terminal 3, Terminal 4 and the Rental Car Facility @ \$250.00 net per month.

Lessee shall pay to Alliance Airport Advertising the total sum of \$3,000.00 net for the term of this Agreement for its said display spaces payable to Alliance Airport Advertising in monthly installments of \$250.00 net. **Payments are due and payable prior to the first posting date. Thereafter, payment for each month posting must be received prior to the first day of the month.** Non-payment by the first day of each month may be considered a complete breach of this Agreement by Alliance Airport Advertising and/or the City, and may result in the removal of the display(s), the cancellation of the Agreement, or both. Should either event occur, all delinquent payments become due and payable immediately. Payment for the complete term of the Agreement remain Lessee's responsibility until such time as the display space is contracted to another advertiser should cancellation for default occur.

4. The Lessee or Alliance Airport Advertising shall be deemed to have renewed this Agreement on a month to month basis and at renewal rates, following expiration of the initial or any renewal term hereof, unless either the Lessee or Alliance Airport Advertising shall advise the other in writing at least sixty (60) days prior to the expiration of the term then in effect that they do not wish this Agreement renewed.
5. The monetary consideration heretofore agreed to represents the total net rental(s) to be paid Alliance Airport Advertising for the rental of space(s) as set forth herein. The net base lease amount specified in section 3 of this Agreement as payable to Alliance Airport Advertising does not include charges for production/installation of Lessee's display(s). Full cost for such production/installation of said display(s) will be borne by the Lessee.

6. Creative products for digital or static postings, or materials provided for displays, will be discarded upon contract conclusion unless Lessee has specified in writing that the items are to be returned, and has forwarded both the shipping address and payment information prior to the removal date. JAM (Initial)
7. This Agreement may be canceled by Alliance Airport Advertising upon fifteen (15) days written notice if prepayment is not received prior to the quarter's posting, if the basic display(s) is/are not in keeping with the description of the display(s) in this Agreement, if the display(s) is/are deemed to be of poor quality, bad taste or generally undesirable, if the space(s) is/are deemed needed for other purposes by the City provided that the City may not cancel this Agreement for the sole purpose of other advertiser's use of display(s) or other promotional signage, or in the event the Lessee fails to fulfill any part of this Agreement.
8. Alliance Airport Advertising and/or the City shall be the sole judges of the suitability of the displays. Pre-production approval of all final artwork and copy must be obtained before posting of same will occur. Production of new signage must be provided annually if requested by Alliance Airport Advertising, in order to ensure the quality of the overall airport advertising program.
9. Should the City substantially alter the display area due to remodeling or construction, whether temporary or permanent, the display location can be relocated to a mutually agreed upon location within the vicinity of said construction. The display will be moved into the original location at the conclusion of construction should the exact location be available for a display unit.
10. Any supplier, lessee, individual, firm, vendor, contractor, or subcontractor in performing under this Agreement shall not discriminate against any worker, employee, applicant, or any member of the public because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. Such actions shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. In the event that Alliance Airport Advertising shall institute any lawsuit or legal action for the enforcement of any of the obligations of Lessee as set forth in this Agreement, including but not limited to the payment of damages, it is agreed that the losing party will pay, in addition to all amounts awarded in any such suit or action, reasonable attorney's fees and court costs incurred by the prevailing party, and the venue of any such suit or action shall be Clark County, Nevada and any such suit or action may be commenced in said county and state.
12. In the event Alliance Airport Advertising ceases to be a party to the contract between itself and the City and perform its obligations thereunder to the City, other than by a transfer of interest approved in writing by the City, each advertiser (Lessee) will recognize the City as the successor to Alliance Airport Advertising and be bound by the terms and conditions of this Agreement between Lessee and Alliance Airport Advertising and render performance hereunder to the City as if this Agreement were executed directly between the City and the advertiser (Lessee).

13. Facsimile and Electronic Signatures – The Parties agree that signature by facsimile or electronic mail shall hereby be deemed an original signature and fully binding upon the Parties hereto.

In witness whereof, the parties hereto have entered into this Agreement this 15<sup>th</sup> day of July, 2015.

**Alliance Corporation**

**Town of Fountain Hills an Arizona Municipal Corporation**

  
\_\_\_\_\_  
Shauna Forsythe, President & CEO

  
\_\_\_\_\_  
Authorized Agent

8-15-15  
\_\_\_\_\_  
Date

Grand Miller, Town Manager  
\_\_\_\_\_  
Print Name / Title

8/10/2015  
\_\_\_\_\_  
Date

**ADDENDUM TO  
DISPLAY SPACE AGREEMENT NO. 4069PHXr2  
BETWEEN  
ALLIANCE CORPORATION  
AND  
THE TOWN OF FOUNTAIN HILLS**

This ADDENDUM (“Addendum”) modifies the Display Space Agreement No. 4069PHXr2 (the “Original Agreement”), executed contemporaneously with this Addendum and entered into between Alliance Corporation, a Nevada corporation, d/b/a Alliance Airport Advertising Co. (“Alliance Airport Advertising”) and the Town of Fountain Hills, an Arizona municipal corporation (“Lessee”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions add additional sections to the Original Agreement. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

**AGREEMENT**

- 1. A new Section 14, Conflict of Interest, is hereby added to the Original Agreement to read as follows:**

14. **Conflict of Interest.** This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Lessee may cancel this Agreement without penalty or further obligations by the Lessee or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Lessee or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

- 2. A new Section 15, E-Verify Requirements, is hereby added to the Original Agreement to read as follows:**

15. **E-Verify Requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, Alliance Airport Advertising and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Alliance Airport Advertising’s or its subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Lessee. The Lessee retains the legal right to randomly inspect the papers and records of Alliance Airport Advertising and its subcontractors who work on this Agreement to ensure that Alliance Airport Advertising and its subcontractors are complying with the above-mentioned warranty.

- 3. A new Section 16, Agreement Subject to Appropriation, is hereby added to the Original Agreement to read as follows:**

16. Agreement Subject to Appropriation. The Lessee is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Lessee's then current fiscal year. The Lessee's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Lessee concerning budgeted purposes and appropriation of funds. Should the Lessee elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Lessee shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Lessee has no obligation or duty of good faith to budget or appropriate the payment of the Lessee's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Lessee shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Lessee shall keep Alliance Airport Advertising informed as to the availability of funds for this Agreement. The obligation of the Lessee to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Lessee. Alliance Airport Advertising hereby waives any and all rights to bring any claim against the Lessee from or relating in any way to the Lessee's termination of this Agreement pursuant to this section.

4. **A new Section 17, Conflicting Terms, is hereby added to the Original Agreement to read as follows:**

17. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, the Addendum shall govern.

5. **A new Section 18, Counterparts, is hereby added to the Original Agreement to read as follows:**

18. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

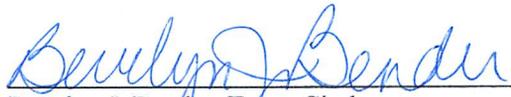


“Lessee”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Grady E. Miller, Town Manager

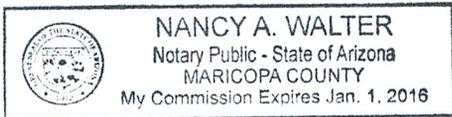
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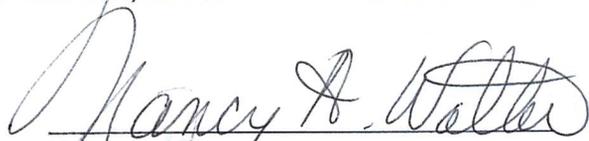
  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA    )

On August 11, 2015, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
\_\_\_\_\_  
Notary Public

(Affix notary seal here)