



BROCHURE DISTRIBUTION ADVERTISING AGREEMENT

Shipping address:
Attn: Guest Services Desk
61 Terminal Drive, Suite 1
Fletcher, NC 28732
(828) 209-3663
GS@flyavl.com

ADVERTISER: _____ AGENCY: _____	NEW: _____ RENEWAL: _____ COMMENCEMENT DATE _____
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ADVERTISING			
Description of Brochure Size	Quantity of spaces	Yearly Rate	Total
Standard (4" or less)		\$300	
Non-Standard (4"-6")		\$375	
Extra Large (6" or wider)		\$450	
End Cap Package (2 brochure spots & 14w x 12h sign)		\$750	
Grand Total			

The undersigned Advertiser (including, jointly and severally, any advertising agent or property management agent signatory hereto) and Greater Asheville Regional Airport Authority, intending to be legally bound, hereby agree to all the written terms and conditions specified on both sides of this Agreement for the airport brochure advertising. The signatory for advertiser further certifies that he/she is fully authorized to execute this Agreement on behalf of Advertiser.

ADVERTISER	Special Instructions
Signature: _____ Name: _____ Billing Address: _____ City, State: _____ Zip: _____ Email: _____ Phone: _____	Account Number: _____ Paid in Full: _____ Check Number: _____ (Check payable to GARAA) Contract dates: _____ _____ _____ _____ _____
CONTACT INFORMATION FOR RE-ORDERING BROCHURES	ASHEVILLE REGIONAL AIRPORT REPRESENTATIVE
Name: _____ Email: _____ Phone: _____	Signature: <u>DAVID KING</u> Name: _____ DAVID KING Email: _____ DKING@FLYAVL.COM Phone: _____ 828 209-3663

Terms and Conditions of Agreement. Greater Asheville Regional Airport Authority (GARAA) will provide Advertiser a brochure space in the airport brochure racks as qualified on the first page. The Advertiser is subject to the terms, conditions and mutual promises of this Advertising Agreement with GARAA as shown on page one and as follows:

1. **Acceptance-** By submitting a signed Advertising Agreement, you the Advertiser or its agency, agree without limitation or qualification, to be bound by, and comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual GARAA product or service including those relating to pricing.
2. **Conditions and Restrictions-** All Advertising Agreements, brochures and publications are subject to approval by the GARAA. GARAA has the right to refuse or cancel any Advertising Agreement without cause, at any time. If the Advertising Agreement is rejected by the GARAA or is restricted by law or regulation or if the Airport becomes subject to major construction or redevelopment then GARAA shall have the right effective at such time to terminate this Advertising Agreement without further obligation by either party.
3. **Term-** This Agreement shall be fully valid upon signing of agreement. The initial term of this Agreement commences on the date specified on the first page of this agreement. The termination date is one year from Commencement Date.
4. **Terms of Payment-** The Advertiser must remit to GARAA the charge for the amount specified in the Advertising Agreement within fifteen (15) days of the Commencement Date. In the event of any failure by Advertiser to make timely payment, the Advertising Agreement will be suspended until payment is received and the Advertiser will be responsible for all reasonable expenses. In addition to and without limiting to above, this Agreement may be terminated by GARAA at any time and without notice for failure of Advertiser to timely pay.
5. **Use of Display-** GARAA hereby grants to Advertiser the limited use of advertising in the specific brochure area as specified on the first page of this agreement. GARAA makes no representation as to any other advertising or brochure location not included in the Advertising Agreement. Any specification of positioning of advertisements shall be treated as a request only, and GARAA shall not be obligated to comply with said request.
6. **Responsibilities** – GARAA is responsible for restocking and maintaining the brochure displays. Advertiser is responsible for the production and delivery of Advertiser's brochure to the Guest Services area of the Asheville Regional Airport. GARAA staff will contact Advertiser when supplies are becoming low. GARAA can accommodate no more than four (4) cases or 3000 brochures of Advertiser's brochures at a time without express consent from GARAA. It is the responsibility of the Advertiser to retrieve any remaining materials after termination. After one month of termination, materials will be discarded.
7. **Statistics-** Unless specified in the Advertising Agreement, GARAA makes no guarantee with respect to usage statistics or levels of impressions with the exception of passenger traffic data.
8. **Limitations of Liability-** In the event the GARAA fails to distribute Advertiser brochure in accordance with the schedule provided in the Advertising Agreement, or in the event that GARAA fails to deliver the full time period of the Advertising Agreement, or in the event of any other failure, of advertisement to appear as provided in the Advertising Agreement, the sole liability of GARAA and exclusive remedy of Advertiser shall be limited to placement of the advertisement at a later time in a comparable position until the total advertising time is delivered. In no event shall GARAA be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of third party. In no event shall GARAA be liable under this agreement for any consequential, special, lost profits, indirect or other damages, whether based in contract, tort or otherwise, even if GARAA has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy. GARAA aggregate liability under this agreement for any claim is limited to the amount received by GARAA from Advertiser for the Advertising Agreement giving rise to the claim. Without limiting the foregoing, GARAA shall have no liability for any failure to fulfill for any reason whatsoever, including but not limited to governmental action, labor disputes, strike, war, fire, flood, earthquake, riot, explosion, act of God, or any other circumstances. Advertiser acknowledges that GARAA has entered into this Advertising Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.
9. **Advertiser's Representations; Indemnification-** Advertiser represents and warrants to GARAA, that Advertiser holds all necessary rights to permit the use of the advertisement, by GARAA for the purpose of this Advertising Agreement, and the use of reproduction, distribution and transmission of advertisement. Brochures will not violate any criminal laws or any rights of any third parties or contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold GARAA harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to breach of any of the foregoing representations and warranties.
10. **Cancellations-** Except as otherwise provided in the Advertising Agreement, the Advertising order is non-cancelable by Advertiser once Advertising Agreement is signed. If Advertiser cancels the Advertising Agreement, in whole or in part, Advertiser agrees to pay the full amount detailed in the Advertising Agreement.
11. **Miscellaneous-** Advertiser warrants and represents that it is authorized to, and does hereby, bind and obligate itself as well as the advertiser client to the terms and conditions of this Agreement. This Agreement contains all terms and conditions and the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall not be modified except in writing by both parties. Should any term or condition contained in this Agreement be invalidated by law, the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement and the rights granted hereunder may be transferred or assigned by Advertiser only with the prior written consent of GARAA. This Agreement shall be binding on all successors and assigns. The rights granted to Advertiser by this Agreement are personal to Advertiser and advertising locations and rights provided to Advertiser shall not be divided, sublicensed, transfer or resold by Advertiser without the express written consent of GARAA. Such rights shall result in immediate and automatic termination of this Agreement, without liability to GARAA. This Agreement shall be construed under the laws of North Carolina. Venue for any legal actions regarding this Agreement shall be Buncombe County, North Carolina.