



## **NEW RIVER VALLEY AIRPORT COMMISSION**

### **ADVERTISING POLICY**

#### **Purpose and Application**

Entities periodically approach the New River Valley Airport Commission seeking to engage in advertising on the property of the New River Valley Airport. This document sets forth the policy of the Commission with respect to such advertising. This policy shall not be construed to limit or restrict the Commission's ability to identify the New River Valley Airport's facilities, services, or tenants, or to promote, market, or inform the public about the Airport.

The Commission considers advertising to be a means to generate revenue and to represent to advantage the Airport and the region it serves.

This advertising policy shall not be applicable to facility way-finding, informational or tenant identification signs.

### **Advertisement Within the Terminal Building**

Within the New River Valley Airport's Terminal Building, all advertising shall be displayed within public and common use space designated for that purpose by the Commission and is subject to a contractual agreement with the Commission. This includes the placement of signs, banners, and brochures.

General informative advertising, such as the listing of items for sale or general services offered, shall be posted only at the public display board located in the kitchen area of the terminal building. No charge is assessed for use of the public display board and no contract is required. However, such advertising may be removed at any time, and its display is subject to the discretion of the airport manager.

### **Advertisement on Airport Property Other than the Terminal Building**

All advertisements proposed for locations at the Airport other than the terminal building, wherever and in whatever manner placed, are subject to the written consent and approval of the Commission before installation.

### **Prohibitions**

Advertisements containing flashing messages or which are

illuminated by strobe or laser lighting, or other means which may be a hazard to aircraft or a distraction to patrons, are prohibited. The New River Valley Airport Commission assumes no responsibility for the content of advertisements, but it reserves the right to decline advertisements inconsistent with the professional tone of the Airport facility.

### **Removal**

If the Commission determines that it is necessary or appropriate that a paid advertisement be removed before the expiration of the current agreement respecting its display, the Commission shall provide for pro rata reimbursement to the advertiser for the unexpired balance of the agreement term following the removal of the display. This payment shall be the sole remedy of the advertiser, in the event of the removal of its advertisement before the expiration of its agreement.

### **Temporary Advertising Signs**

Temporary signs that may be considered advertising in nature may be used by the Commission and Airport tenant during construction periods to identify projects, work sites or other information, or to display information pertaining to a special event at the Airport.

Other temporary signs that may be considered advertising in nature may be allowed subject to prior Commission review and

approval.

### **General**

Notwithstanding the specific terms and guidance set out in this policy, the Commission reserves the right to refuse any advertisement in any form, at any time, in any location, and for any reason, without the necessity of expressing a reason for the refusal.

### **Modification**

This policy may be modified by the Commission from time to time.

**SCHEDULE A**

**ADVERTISING RATES**

The rates identified in this schedule may be modified by the New River Valley Airport Commission from time to time. The applicable rate shall be specified by written agreement with the advertiser.

Brochure Rack 17" x 23"	\$700 per year
Terminal Building Rafter Banner	\$800 per year

**CONTRACT FOR ADVERTISING WITH  
THE NEW RIVER VALLEY AIRPORT COMMISSION**

**THIS ADVERTISING AGREEMENT** is made by and between the **NEW RIVER VALLEY AIRPORT COMMISSION**, 5391 C. V. Jackson Road, Bldg. #4, Dublin, Virginia 24084, and

\_\_\_\_\_ (the advertiser),  
\_\_\_\_\_ (address), this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

**W I T N E S S E T H :**

1. This agreement is made pursuant to the New River Valley Airport Commission's advertising policy as in effect the date of this agreement. The terms of that policy are incorporated in this agreement by reference. In the event of any difference between the terms of the advertising policy and this agreement, the provisions of this agreement shall govern.

2. PLACEMENT - The character and location of display of the advertiser's advertisement are as follows:

3. COST - The cost of this placement is \$\_\_\_\_\_ per year. This sum shall be due and payable before the placement of the advertisement, unless the parties have agreed otherwise in writing. In that event, payment shall be due in full within thirty (30) days of the date of the Commission's

invoice to the advertiser. Payment for placement for each subsequent year shall be due and payable at the commencement of the subsequent year.

4. LATE PAYMENT - In the event any payment has not been received within thirty (30) days of the date due or date of the invoice, if invoiced, the sum of \$20 per month shall be due and payable, without demand therefor, in addition to the payment for the lease term, for every month the account, including any late fees, has not been paid in full.

5. REMEDIES OF THE COMMISSION - Without limitation of the Commission's other remedies, the Commission may provide for the removal of the advertiser's display if the cost of display has not been timely paid in accordance with this agreement. In that event the Commission shall also be entitled to regard any displayed materials as having been abandoned by the advertiser and may dispose of them in any manner it chooses, and the advertiser shall be responsible for payment or reimbursement to the Commission of all expenses incurred by the Commission in relation to the advertiser's advertisement, including attorney fees related to the removal and collection of the unpaid cost of the advertisement.

6. RENEWALS - The Commission may advise the advertiser of any prospective increase in the expense of the advertiser's display or of the non-renewal of this agreement by written

notice provided not less than sixty (60) days before the conclusion of the then-current term of the advertising agreement. The advertiser by written notice to the Commission may at any time not less than thirty (30) days before the conclusion of the initial contract term or of any subsequent term advise the Commission of the non-renewal of this agreement. Unless this agreement has been terminated by one or the other party or by agreement of the parties, the agreement shall be renewed for an additional twelve (12) month term at the same rate provided in this agreement, or the modified rate of which the Commission has provided notice to the advertiser, at the conclusion of the initial contract term or of any subsequent term, and in accordance with the Airport's advertising policy (as modified, if applicable, by the terms set forth in this agreement).

7. TAXES - The cost of advertising provided in this agreement does not include any applicable tax upon the transaction in effect in the Commonwealth of Virginia, which shall also be due and payable.

8. USE OF COPYRIGHT OR TRADEMARK MATERIAL - The advertiser must secure and maintain authorization of the use of any copyright or trademark material employed in its advertisement.

9. ADVERTISING POLICY - Advertisement pursuant to this



agreement shall be in accordance with the advertising policy of the New River Valley Airport Commission in effect at the time of the display, except as expressly modified by this agreement.

10. APPLICABLE LAW - This agreement is governed by the law of the Commonwealth of Virginia.

11. READ AND UNDERSTOOD - The advertiser has read and agrees to the terms of this writing and the advertising policy of the New River Valley Airport Commission, as evidenced by its signature to this agreement.

12. This agreement is effective upon signing on behalf of both parties.

**NEW RIVER VALLEY AIRPORT COMMISSION**

Date: \_\_\_\_\_

By \_\_\_\_\_

**The Advertiser**

Date: \_\_\_\_\_

By \_\_\_\_\_