

C O N T R A C T
B E T W E E N
JACKSONVILLE AVIATION AUTHORITY
AND
XXX

THIS CONTRACT, is executed this **XXX** day of **XXX**, 2012, by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and **XXX** (HEREINAFTER CALLED THE “CONTRACTOR”) with its principal office located at **XXX**.

WITNESSETH

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued a Request for Letters of Interest and Statement of Qualifications and Experience (RFQ&E) No. 12-34-11105 in order to procure a firm licensed, qualified and interested in providing Advertising and Marketing Consulting Services.
2. Contractor submitted its proposal to JAA representing that it is capable of providing the necessary services as required by the RFQ&E.
3. Contractor has been selected by JAA as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services.

The services shall be done strictly in accordance with this Contract, the RFQ&E, and all addendums to the RFQ&E (incorporated by reference herein as Exhibit 1) and Company’s proposal (incorporated by reference herein as Exhibit 2), (collectively, the “Contract Documents”), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein.

5. The term of this Contract shall commence on **XXX**, and terminate on **XXX**, with four (4), one-year renewal options available at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:
6. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be effected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.

11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:

- a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
- b) Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
- c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
- d) The Contractor makes an assignment for the benefit of creditors;
- e) The Contractor suspends the operation of a substantial portion of its business;
- f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
- h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;

k) There is any material change in the financial or business condition of the Contractor.

12. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority:

Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218
Attn: Devin Reed, Director, Procurement

For the Contractor:

XXX

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE LINES FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

JACKSONVILLE AVIATION AUTHORITY

Devin J. Reed
Director of Procurement

Steve Grossman, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

XXX

Signature

Signature

Print Name

Print Name

Title

Title

Approved as to form and legality for the
Use of the Jacksonville Aviation Authority only.

Debra A. Braga, Chief Legal Officer

EXHIBIT 1

**Request For Letters of Interest and
Statement of Qualifications and Experience (RFQ&E) No. 12-34-11105**

(The remainder of this page has been intentionally left blank)

DRAFT

EXHIBIT 2

Company's Proposal

(The remainder of this page has been intentionally left blank)

DRAFT