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53 1.4 Cooperative Marketing Activities shall mean any and all activities undertaken with
54 or using Cooperative Marketing Funds.
55

56 2.0 Term. The term of this agreement shall commence on signing (“Effective Date”) by the Parties
57 which is May 20, 2026 and remain in full force and effect, subject to annual appropriation of Cooperative
58 Marketing Funds by the City Council, for five (5) years from the date of execution, and thereafter on an annual
59 basis until terminated by either party pursuant to section 9.0 of this Agreement (Term). Failure of City Council
60 to appropriate Cooperative Marketing Funds to Air GJ shall result in a termination of this Agreement.
61

62 3.0 Cooperative Marketing Funds.

63
64 3.0.1 Record Keeping and Reporting. Air GJ shall maintain a detailed accounting of
65 its use and/or expenditure of all Cooperative Marketing Funds and shall provide to the City
66 monthly and quarterly updates, as well as an annual report of its commitments and expenditures
67 to ensure that lodging tax funds are expended only for authorized purposes. Should the City
68 Council deem the performance metrics provided in those update(s) and/or annual report(s) to be
69 incomplete or inadequate, in the sole discretion of the City, funding may be rescinded and reallocated.
70 The annual report shall include but not be limited to the prior year’s expenditures of Cooperative
71 Marketing Funds, Cooperative Marketing Activities, and results including, as relevant, estimates of the
72 local economic impact(s) of those activities. Should the City Council deem the performance metrics
73 described in the updates and/or annual report(s) to be inadequate, funding may be rescinded or
74 reallocated as determined by the City Council to be consistent with authorized purposes. The data
75 requested/to be provided is represented herein with actual implementation to occur through a secure
76 platform. The Parties must mutually agree in writing upon any adjustment(s) or modification(s) to the
77 requested data points.
78

79 <https://visitgj.com/airport-data>
80

81 3.0.2 Air GJ agrees to use Cooperative Marketing Funds to fund promotion and
82 marketing for travel and tourism-related activities such as and
83 including, but not limited to: marketing, supporting, and/or
84 arranging for additional direct airline service to and from Grand
85 Junction.

86 Activities which are agreed to be consistent with this purpose may include but are not necessarily
87 limited to the following:

- 88
89 (i) direct flight subsidy, which does not include flights that only stop in Grand
90 Junction temporarily and to which Grand Junction is not a destination for
91 any passenger (“Thru Flights”); and,
92 (ii) marketing the Grand Junction area as a destination by placement of
93 advertising in origin markets that represent an airline(s) serving the
94 Airport with direct flights, not to include Thru Flights; no other airports
95 shall be marketed or directly benefited from the use of
96 Cooperative Marketing Funds.
97

98 3.0.3 Air GJ covenants and agrees that it will not use Cooperative Marketing Funds for
99 any other purpose, or for any indirect purpose such as construction, installation or maintenance
100 of facilities, buildings or infrastructure; security for any debt or encumbrance; to repay or
101 satisfy any debt of Air GJ or any other party; to acquire assets.
102

103 4.0 Unauthorized or Illegal Expenditures. Any Cooperative Marketing Funds expended for a
104 purpose not allowed by law and/or by this Agreement shall be repaid to the City. In general, to administer
105 this requirement, the City will review reports provided by Air GJ and will notify Air GJ in writing if the City

106 has reason to believe funds were expended/are being expended for an unauthorized purpose. Within 10 days
107 of such notice, Air GJ will respond to the notice and with that response, Air GJ will either justify the
108 expenditure(s) or repay the funds. The City's failure to identify any improper expenditure does not release
109 Air GJ from the requirement that it repay the City for any unauthorized expenditure(s) of the Cooperative
110 Marketing Funds or for expenditure(s) made by Air GJ in breach of any covenant, term or condition of this
111 Agreement, including illegal, unlawful, and/or unauthorized expenditure(s) including for a period of three
112 years after the expiration of any Term.

113
114 5.0 Cooperative Marketing Plans. Air GJ will no less than annually provide the City with a
115 summary of its annual marketing plan prior to engaging in Cooperative Marketing Activities. The
116 Cooperative Marketing Plan shall include an overview of the media advertising to be used and other
117 Cooperative Marketing Activities, with a cost breakdown by media type and type of activity. Air GJ shall
118 meet or exceed standards of advertising in accordance with general industry practice. Air GJ shall have
119 creative control over marketing and advertising content it undertakes; however, where a logo, trademark or
120 service mark of another Party is proposed to be used in marketing materials, Air GJ shall obtain
121 prior written approval for the use of the mark prior to publication or placement of the marketing or
122 advertisement. In the event Air GJ changes their marketing plan outside of their annual summary, Air GJ
123 shall provide the City with the changes to the marketing plan. The City agrees to share the City's
124 marketing efforts, trends, and data to the extent that information does not contain a privacy interest for
125 the City or is considered Confidential pursuant to the terms of this Agreement or under any applicable
126 law.

127
128 6.0 Air GJ Contact(s). Air GJ designates the Executive Director and President of the Grand
129 Junction Economic Partnership and the President/CEO of the Grand Junction Area Chamber of
130 Commerce to be co-coordinators to act as the point of contact and communication with the City for the
131 purposes of this Agreement. The co-coordinators are responsible for keeping records and submitting
132 reports required by this Agreement, as well as being the point of contact for all issues and matters
133 relating to the administration of this Agreement and of the duties, obligations and responsibilities
134 hereunder. Notices shall be sent to the attention of the Co-marketing Coordinators as set forth below:

135
136 Candace Carnahan, President & CEO, Grand Junction Area Chamber of Commerce
137 360 Grand Ave., Grand Junction, CO 81501
138 (970) 263-2919
139 candace@gjchamber.org

140
141 Curtis Englehart, Executive Director, Grand Junction Economic Partnership
142 122 N. 6th St., Grand Junction, CO 81501
143 (970) 245-4332x5
144 curtis@gjep.org

145
146
147 Any changes to the Air GJ representatives and/or addresses must be promptly provided to the City in
148 writing.

149
150
151 7.0 City Contact. The City designates the City Manager to act as the point of contact and
152 communication with the City for the purposes of this Agreement.

153
154 Michael P. Bennett, City Manager
155 250 N. 5th Street, Grand Junction, CO 81501
156 (970)244-1501
157 mike.bennett@gjcity.org

158
159
160 Any changes to the City representative and/or address must be promptly provided to Air GJ in writing.

161
162

163 8.0 Cooperative Marketing Activities. Air GJ by and through the Co-Marketing Coordinators is
164 responsible for the activities and costs of, or relating to, marketing and advertising activities. For
165 example, marketing of airline services, destinations, or direct flights to and from the Grand Junction
166 Regional Airport are the responsibility of Air GJ and shall be done at its cost at the direction of the Air
167 GJ Board and implemented through the Co-Marketing Coordinators. Marketing Activities, including
168 strategy, undertaken by Air GJ for its purposes, shall be at Air GJ's sole expense. Air GJ agrees to
169 advertise destination and/or event locales to the Grand Junction Regional Airport and Grand Junction
170 Area as defined herein. No other destination may be included in the advertising without prior written
171 approval of the City.

172
173 8.0.1 Unless otherwise agreed in writing by the Parties, each Party will be responsible
174 for the costs and expenses incurred by it in connection with the obligations arising out of or
175 under this Agreement and/or with any Cooperative Marketing Activity and no Party shall be
176 liable or obligated to the other Party for such costs and/or expenses. Likewise, each Party shall
177 be responsible for any contractual obligations it undertakes in furtherance of Cooperative
178 Marketing Activities and shall not obligate or purport to obligate any other Party with respect
179 to its Cooperative Marketing Activities.

180
181
182 9.0 Breach and Termination. The failure of any Party to comply with any material provision(s)
183 of this Agreement shall be considered a breach thereof and shall be cause for termination of the
184 Agreement upon written notice to the defaulting Party. In the event any Party determines, in its sole
185 discretion, that it would be in its best interest to terminate the Agreement, the Party may do so without
186 cause and without penalty or expense upon sixty (60) day written notice to the other Party. Upon
187 termination of this Agreement for any reason, Air GJ shall return all Cooperative Marketing Funds in
188 its possession, less any amount reasonably needed to perform its existing contractual obligations to
189 third parties in connection with Cooperative Marketing Activities. Termination of the Agreement
190 may, in the sole discretion of the City Council, result in termination of the allocation of Cooperative
191 Marketing Funds to Air GJ.

192
193 10.0 Inspection of Records. The Party shall, upon request, and subject to terms of a non-disclosure
194 agreement if applicable, permit the City Manager and his designee(s) to examine contracts and/or audit
195 all records and documents related to Cooperative Marketing Funds, Cooperative Marketing Activities, or to
196 any other matter relating to this Agreement. Air GJ shall maintain all such records and documents for at
197 least three years following termination of the Agreement.

198
199 11.0 Open Records. Air GJ acknowledges and agrees that the City is a public entity and as such is subject
200 to the Colorado Open Records Act ("CORA"). Documents provided to the City are or may be subject to
201 inspection by members of the public under CORA. If Air GJ supplies any documents to the City which it believes
202 is confidential, Air GJ shall mark them with the conspicuous term "Confidential GJASA Document." Should the
203 City receive a CORA request to which a document marked "Confidential GJASA Document" is responsive, the
204 City agrees to notify Air GJ promptly upon receipt of that request to inspect any such documents. Air GJ
205 acknowledges and understands that there are time limits to produce records under CORA, and therefore, shall
206 promptly respond to any notification made by the City to Air GJ under this provision. The City shall work in
207 good faith with Air GJ to determine if the document must be released pursuant to CORA and any exceptions
208 which may be applicable. The City reserves the right to release any records to which, in the City's judgment, is
209 necessary to comply with CORA or any applicable law or court order. Should the City determine that a document
210 must be released under CORA, it shall be the responsibility of Air GJ to seek any judicial intervention to protect
211 its interests.

212
213 11.0.1 Confidentiality. The City and Air GJ understand and agree that confidentiality is the
214 preservation of privileged information and that each party will demonstrate care, prudence and judgment in
215 handling confidential information related to the Air GJ to avoid unauthorized or improper disclosure(s) of
216 confidential information. Notwithstanding the foregoing the Air GJ understands and agrees that the City

217 may discuss certain Air GJ policy(ies), action(s), decision(s) with the City Council, so long as the
218 confidential or proprietary information ("Confidential Information") is afforded the same care and
219 protection that the City affords to its own confidential and proprietary information (which shall be not less
220 than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as may be ordered
221 by a court and/or State or Federal agency of competent jurisdiction. All Confidential Information shall
222 remain the property of the Air GJ. Any discussion of Confidential Information with City Council shall be
223 only with the protection of an executive session as allowed by Colorado law. Air GJ agrees to notify the
224 City as to which information is considered confidential for the purposes of this provision.
225

226 12.0 No Action on Behalf of Another Party. Neither Party shall make any express or implied
227 agreement(s), guaranty(ies) or representation(s), or incur any debt(s), in name of or on behalf of the other Party.
228 No Party shall be obligated by or have any liability under any agreement or representation made by any other
229 Party unless that other Party is a signatory to that agreement or has expressly consented to or joined in the
230 representation. Nothing in this Agreement shall be construed as a general consent in that regard.
231

232 13.0 Liability. Each Party shall be responsible for and shall bear the risk of loss arising from its own acts
233 and omissions in connection with this Agreement; however, each Party waives and releases any and all claims
234 against the other Party, and the other Party's officers, officials, employees, agents, and contractors, for damages,
235 losses, or liabilities arising from the other Party's ordinary negligence in performing or failing to perform under
236 this Agreement. This waiver does not apply to damages, losses, or liabilities caused by a Party's gross negligence
237 or willful and wanton conduct (including intentional misconduct). In no event shall either Party be liable to the
238 other for indirect, special, incidental, consequential, exemplary, or punitive damages, including lost profits or
239 lost revenues, arising out of or relating to this Agreement, regardless of the theory of liability. Nothing in this
240 Agreement shall be construed as a waiver of any immunities, defenses, or limitations available to the City or its
241 officials and employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or other
242 applicable law.
243

244 13.0.1 The City shall not by virtue of this Agreement or any agreement, contract or relationship arising
245 or claimed to arise out of the Agreement, have any liability for any sales, service, value added, use, excise, gross
246 receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether
247 levied upon Air GJ's assets, or upon the City in connection with services performed or business conducted by
248 Air GJ Payment of any and all such obligations shall be the sole responsibility of Air GJ.
249

250 14.0 Indemnity. Air GJ agrees to indemnify, pay the cost of defense, including attorney's fees, and hold
251 harmless the City of Grand Junction and its officers, employees and agents ("Indemnified Parties") from all
252 damages, suits, actions or claims, including reasonable attorney's fees incurred by the Indemnified Parties, of any
253 character brought on account of any injuries or damages received or sustained by any person, persons, or property,
254 that relate to or arise from any act or omission, neglect or misconduct of the Indemnifying Party(ies); or by, or
255 on account of, any claim or amount recovered under the Workers' Compensation Law or of any other laws,
256 regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent
257 or copyright infringement or litigation based thereon; except for such damages, suits, actions, or claims that arise
258 from the sole negligence of any Indemnified Party.
259

260 15.0 Subject to Annual Appropriation. This Agreement is contingent upon appropriation of funds by the
261 Grand Junction City Council. Nothing in this Agreement shall be construed to require the City Council to
262 appropriate funds in any given year or Term of this Agreement. In any period where no funds are appropriated
263 by the City Council, this Agreement shall have no effect with respect to the Party or Parties to whom no funds
264 are allocated.
265

266 16.0 Relationship of Parties. This Agreement shall not create an agency, partnership, joint venture, or
267 any other form of legal association, and no Party may represent itself as an agent, partner, or joint venturer of the
268 other or otherwise incur any obligation or liability on behalf of any other Party. Neither party may resell, quote
269 prices or fees, or otherwise negotiate business terms for the other party's products or services unless otherwise

270 agreed to in a prior written agreement between the Parties. Nothing in this Agreement will be construed or be
271 claimed or be implied to create any relationship between the City and any contractor, subcontractor or supplier
272 of Air GJ, and at all times Air GJ is not and shall remain not an agent of the City.
273

274 17.0 Compliance with Law. Each Party shall comply with all applicable federal, state and local laws,
275 rules, regulations and guidelines, relative to performance under this Agreement.
276

277 18.0 Entity Status. During the Term, or any renewal Term, of this Agreement, Air GJ shall remain in
278 good standing as an entity formed under the laws of the State of Colorado.
279

280 19.0 No Assignment. Air GJ shall not assign this Agreement or any part hereof in any manner
281 whatsoever or any of the privileges or obligations set forth herein without the prior written consent of the City in
282 its sole discretion.
283

284 20.0 No Third-party Beneficiary. Nothing in this Agreement shall be construed or be claimed to benefit
285 any person or entity not a Party to this Agreement.
286

287 21.0 Nondiscrimination. In carrying out this Agreement, the Party shall not exclude from participation
288 in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, gender,
289 gender identification, national origin, family status or handicap.
290

291 22.0 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and
292 supersedes any and all prior agreements, communications, or representations, whether oral or written, with
293 respect thereto. No alteration, change, modification, amendment, or waiver to or of this Agreement shall be valid
294 or binding, or claimed to be, unless in writing and signed by the City.
295


296 23.0 Survival of Provisions. The provisions of sections 12, 13, 14, 17, 19, and 20 shall survive the
297 termination of this Agreement. This Agreement shall be construed, interpreted, and governed by the laws of the
298 City of Grand Junction and the State of Colorado. Venue for any action arising from or related to this Agreement
299 shall be, and such claim(s) brought, in Mesa County, Colorado.
300

301 IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.
302

303
304 GRAND JUNCTION REGIONAL AIR SERVICE ALLIANCE, INC.
305

306
307 by: 
308 Jay Seaton, Chair
309 Grand Junction Regional Air Service Alliance, Inc.
310

311
312 CITY OF GRAND JUNCTION
313

314 by: 
315 Michael P. Bennett, City Manager
316 City of Grand Junction