

**Fayetteville Advertising and
Promotion Commission
March 26, 2024**

Location: Fayetteville Town Center, 15 W. Mountain Street

Commissioners:

Chrissy Sanderson, Chair, Tourism & Hospitality Representative
Katherine Kinney, Tourism & Hospitality Representative
Todd Martin, Tourism & Hospitality Representative
Elvis Moya, Tourism & Hospitality Representative
Andrew Prysby, Commissioner at-large
Sarah Bunch, City Council Representative
Mike Wiederkehr, City Council Representative

Staff:

Molly Rawn, CEO

Agenda

- I. Call to order at 2:00 p.m.
- II. Old Business
 - A. Review and approval of February minutes.
- III. New Business
 - A. CEO Report. Molly Rawn. An executive overview of the previous month.
 - B. Financial Report. Jennifer Walker, VP of Finance
 - C. Vote. Recommendation to appoint Chrissy Sanderson for a second full term on the A&P Commission.
 - D. Vote. Forge Productions Contract for First Thursday, memo attached
 - E. Vote. Copier Lease Renewal, memo attached
 - F. Presentation. Sarah King, VP of Marketing and Communications
 - G. Additions to the agenda may be added upon request from a majority of the commissioners.
- IV. Adjourn

Fayetteville Advertising and Promotion Commission

Minutes February 26, 2024

Fayetteville Town Center

Commissioners
Present:

Chair Chrissy Sanderson, Tourism & Hospitality Representative
Mike Wiederkehr, City Council Representative
Katherine Kinney, Tourism & Hospitality Representative
Sarah Bunch, City Council Representative
Elvis Moya, Tourism & Hospitality Representative
Andrew Prysby, Commissioner at-large (online)

Commissioners
Absent:

Todd Martin

Staff:

Molly Rawn, CEO; Jennifer Walker, VP of Finance, Sarah King, VP of Marketing and Communications

- I. Chair Sanderson called the meeting to order at 2:00 pm and declared a quorum.
- II. Old Business

- A. Chair Sanderson presented the January minutes and hearing no additions or corrections, she stated that the minutes stood approved as presented.
- B. Roll call attendance reflected that Commissioner Martin is absent and Commissioner Prysby is attending virtually, with the other commissioners present in person.

- III. New Business

- A. CEO Report

In Personnel, AC Day has transitioned from her part-time role as an Event Services Coordinator to a new role as a part-time Marketing Coordinator for Fayetteville Town Center. We also hired a new part-time Event Services Coordinator, Camille Letchford.

Rawn then shared an update on our Tourism Master Planning work with Coraggio Group - by the end of the day, each of the commissioners will have received a stakeholder survey and they have also received a resilience survey. We will also be hosting listening sessions (in person and virtual) with stakeholders. She is speaking with the city of Fayetteville to see if we can host the residence survey on the Speak Up Page. In sales, she reported that we landed the NICA conference in June, additionally the Arkansas Black Music Festival's estimated economic impact was \$25,000 and was a great event.

We have two staff members, Madison Hurley and Monica Jannati who are now both Servsafe certified.

Fayetteville Restaurant Week starts February 25th and we have surpassed 76 signed up restaurants.

Rawns stated she is asking Kelly Rich to come and update the commission at an upcoming meeting to share the Downtown Fayetteville Coalition's strategic plan. The DFC will also host their first annual meeting in April. Kelly has also successfully rolled out a new process to inform downtown merchants of special events. Finally, the DFC has announced a Strawberry festival to be May 19th.

Rawns then shared the 2023 Community Investment sheet and the process that Sarah King and Tina Archer Cope created. Rawns stated that the community is understanding the process and that she anticipates that we will run out of funds as more and more community event organizers learn about this opportunity.

B. Financials

CEO Rawns shared the 2023 HMR slide which showed a 7.2% increase over the prior year's collection.

VP of Finance Walker shared that we ended 2023 with 104% in revenue and 96% in expenses and \$786,000 in operating net income. She stated that these are not audited financial statements, these numbers are subject to change.

The balance sheet for December shows \$5.1 million dollars in cash and investments.

In reviewing the January financials, she pointed out that 8% is our target for both revenue and expenses with both coming in around 7%. With almost \$383,000 in HMR tax collections, we were 2% below our seasonally adjusted budget. Our net operating loss is (\$42,938) due to some large quarterly or annual expenses that are paid in January.

C. Vote. Engagement letter with Forvis, LLP

Rawns stated this is our 4th year for the Forvis team doing our audit and we budgeted \$30,000 to do this work for our 2023 financial audit and she is asking for a vote to authorize her to sign this engagement letter. Chair Sanderson asked for any questions. With no questions, Commissioner Wiederkehr made a motion which Commissioner Kinney seconded to authorize Rawns to sign the engagement letter. It was approved unanimously via a roll call vote.

D. Vote. Internal AV Upgrade at Fayetteville Town Center

This will upgrade the Creston system. Commercial Audio Systems is the recommended vendor as they are the only local vendor certified to provide the necessary upgrade. Chair Sanderson asked if we had a motion to accept the quote from Commercial Audio Systems for the projector and the equipment refresh and authorize the CEO to spend up to \$48,600, which represents the quote plus 10 percent to do the necessary upgrades. Commissioner Kinney made the motion with Commissioner Bunch seconding it and it was approved unanimously.

E. Conclusion.

Commissioner Sanderson asked if there were any additions or announcements and Commissioner Prysby asked if we could consider linking our website to the Coalition of Hip Hideaways which is a project with NWA Council and involves Missoula, MT, Chattanooga, TN, Colorado Springs, CO and NWA. Rawn stated that she just finished doing an interview about that and she would love to work with the NWA Council to see how we could work together.

With no further business, Chair Sanderson asked for a motion to adjourn the meeting and Commissioner Moya made a motion with Commissioner Kinney seconding it to adjourn the meeting

Minutes submitted by Amy Stockton, Director of Operations, Experience Fayetteville

February Collection
(January Activity)

\$38,341 + \$284,248
Lodging + Restaurant

\$27,150
Prior Dues Collected

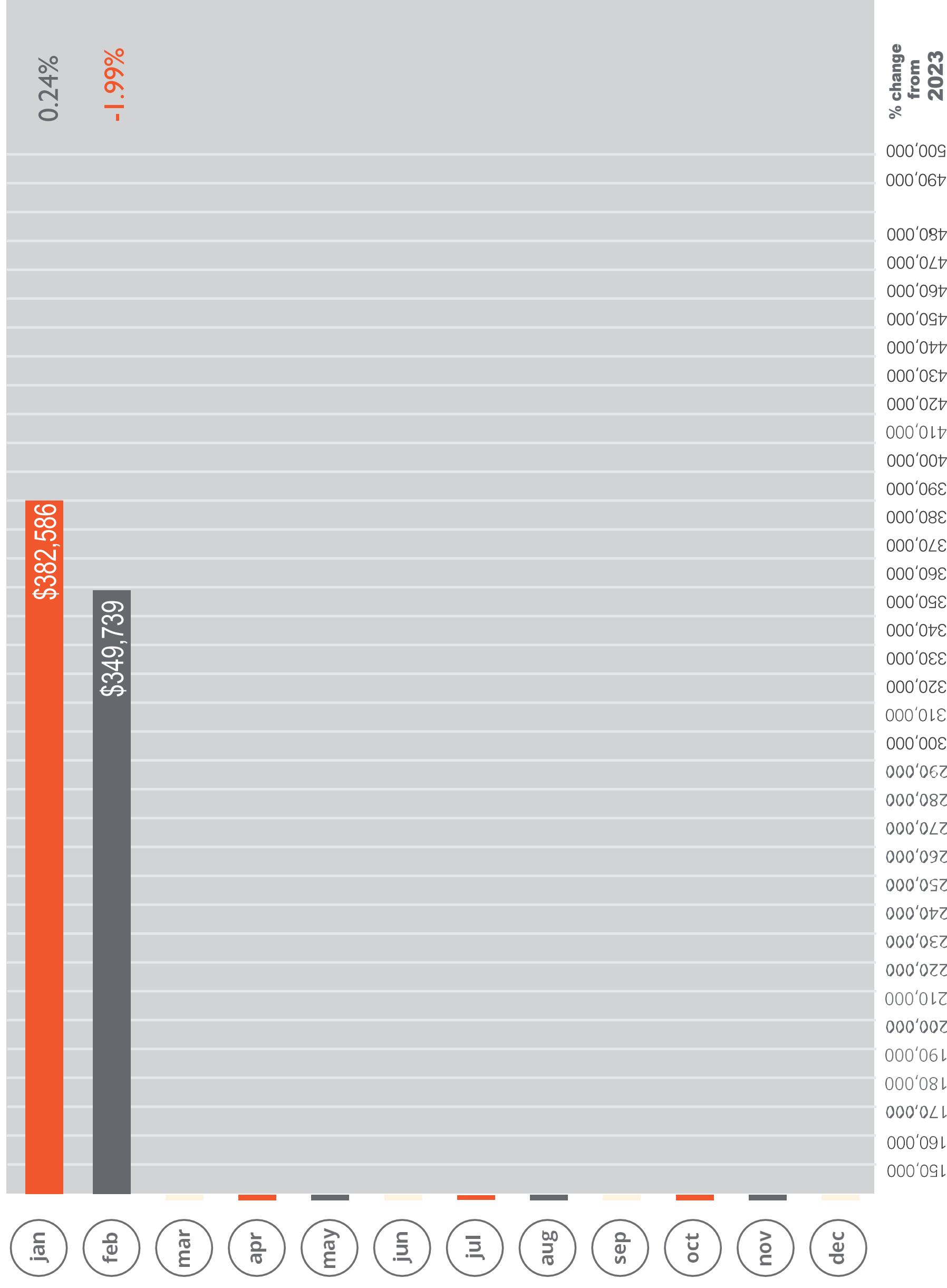
\$349,739
Total HMR Collected

Previous YTD (Feb) HMR A&P Tax Collection Totals

2010	2021	2022	2023	2024
\$570,403	\$489,431	\$ 578,827	\$738,523	\$732,325

4.19%	-14.20%	18.27%	27.59%	-0.84%
% change over previous year				

Monthly A&P Tax Collections 2024**



** This represents one half of the total HMR collections. The other half supports the Parks and Recreation department.

Memo



To: Molly Rawn, CEO, Experience Fayetteville
Fayetteville Advertising & Promotion Commissioners

From: Jennifer Walker, VP Finance, Experience Fayetteville

Date: March 12, 2024

Re: Financial Statements – February 2024

This packet contains Experience Fayetteville Financial Statements for the month ended February 29, 2024. The following reports are included in the packet:

- Summary P&L Financials for month ended February 29, 2024
- Balance Sheet for month ended February 29, 2024

Target Budget February – 17%

Revenue target 17% of budget or higher by the end of February 2024.
Expenditures target 17% or lower at February 2024.

Total Revenue YTD: \$817,808 or 13%; We are 4% below target.

Tax Receipts - \$732,325 (3% below budget ytd)

Town Center - \$ 71,614 (5% below budget ytd)

Other - \$13,870

Total Operating Expenditure YTD: \$938,802 or 15%; this is 2% under budget.

EF Main - \$784,193

Town Center - \$154,609

HMR tax – YTD February Collections (January activity) are 3.6% below the seasonally adjusted budget.

Operating Net Loss is (\$120,994) year to date.

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ February 29, 2024

ExperiencE Fayetteville				
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
Revenue				
Hotel, Motel, Restaurant Taxes Revenue	732,325	5,208,000	(4,475,675)	14.1%
Rental and Event Revenue	-	55,350	(55,350)	0.0%
Visitor Center Store Revenue	2,876	46,500	(43,624)	6.2%
Advertising Revenue	500	3,500	(3,000)	14.3%
Grant & Other Revenue	-	210,000	(210,000)	0.0%
Interest and Investment Revenue	10,494	25,000	(14,506)	42.0%
Total Revenue	746,194	5,548,350	(4,802,156)	13.4%
Expenses				
Operating Expenses				
Event Expenses	-	89,550	(89,550)	0.0%
Visitor Center & Museum Store	6,233	53,619	(47,386)	11.6%
Personnel	188,146	1,412,532	(1,224,386)	13.3%
Sales & Marketing	367,046	1,494,392	(1,127,346)	24.6%
Office and Administrative	75,737	489,312	(413,575)	15.5%
Bond Payments	116,300	700,000	(583,700)	16.6%
Contribution to Capital Reserve	-	100,000	(100,000)	0.0%
Other Tourism Support - Community, Art Court, DFC	30,731	311,500	(280,769)	9.9%
TheatreSquared Contribution	-	200,000	(200,000)	0.0%
Total Operating Expenses	784,193	4,850,905	(4,066,712)	16.2%
Net Income/(Loss) Before Other Revenue and Expenses	(37,999)	697,445	(735,444)	-5.4%
Other Income				
Unrealized Gain/(Loss) on Investments	(35,935)	-	(35,935)	0.0%
Other Expenses				
FFE & Improvements	22,230	511,000	(488,770)	4.4%
Depreciation Expense	17,189			
Cost of Goods Sold	(4,076)			
Net Income/(Loss)	(109,277)	186,445	(259,786)	-58.6%

Modified Accrual

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ February 29, 2024

Town Center				
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
Revenue				
Rental Revenue	70,838	578,340	(507,502)	12.2%
Event Revenue	756	13,650	(12,894)	5.5%
Parking Revenue	-	27,000	(27,000)	0.0%
Interest and Investment Revenue	20	100	(80)	20.0%
Total Revenue	71,614	619,090	(547,476)	11.6%
Expenses				
Operating Expenses				
Rental Expenses	6,554	231,500	(224,946)	2.8%
Event Expenses	5,435	35,000	(29,565)	15.5%
Personnel	87,327	672,612	(585,285)	13.0%
Sales & Marketing	1,099	35,650	(34,551)	3.1%
Office and Administrative	54,194	373,305	(319,111)	14.5%
Total Operating Expenses	154,609	1,348,067	(1,193,458)	11.5%
Net Income/(Loss) Before Other Revenue and Expenses	(82,995)	(728,977)	645,982	11.4%
Other Expenses				
FFE & Improvements	-	460,000	(460,000)	100.0%
Depreciation Expense	19,867			0.0%
Net Income/(Loss)	(102,862)	(1,188,977)	1,086,115	8.7%

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ February 29, 2024

CONSOLIDATED				
	Actual	Year-to-Date		
		Budget	Over/(Under) Budget	% of Budget
Revenue				
Hotel, Motel, Restaurant Taxes Revenue	732,325	5,208,000	(4,475,675)	14.1%
Rental Revenue	70,838	578,340	(507,502)	12.2%
Event Revenue	756	69,000	(68,244)	1.1%
Visitor Center Store Revenue	2,876	46,500	(43,624)	6.2%
Parking Revenue	-	27,000	(27,000)	0.0%
Advertising Revenue	500	3,500	(3,000)	14.3%
Grant/Other Revenue	-	210,000	(210,000)	0.0%
Interest and Investment Revenue	10,514	25,100	(14,586)	41.9%
Total Revenue	817,808	6,167,440	(5,349,632)	13.3%
Expenses				
Operating Expenses				
Rental Expenses	6,554	231,500	(224,946)	2.8%
Event Expenses	5,435	124,550	(119,115)	4.4%
Visitor Center & Museum Store	6,233	53,619	(47,386)	11.6%
Personnel	275,473	2,085,144	(1,809,671)	13.2%
Sales & Marketing	368,145	1,530,042	(1,161,897)	24.1%
Office and Administrative	129,931	862,617	(732,686)	15.1%
Bond Payments	116,300	700,000	(583,700)	16.6%
Contribution to Capital Reserves	-	100,000	(100,000)	0.0%
Other Tourism Support - Community, Art Court, DFC	30,731	311,500	(280,769)	9.9%
TheatreSquared Contribution	-	200,000	(200,000)	0.0%
Total Operating Expenses	938,802	6,198,972	(5,260,170)	15.1%
Net Operating Income/(Loss)	(120,994)	(31,532)	(89,462)	383.7%
Other Income				
Unrealized Gain/(Loss) on Investments	(35,935)			0.0%
Other Expenses				
FFE & Improvements	22,230	971,000	(948,770)	2.3%
Depreciation Expense	37,056			0.0%
Cost of Goods Sold	(4,076)			0.0%
Net Income/(Loss) (without CX Grants)	(212,139)	(1,002,532)	826,329	21.2%

Fayetteville A&P Commission

Balance Sheet

As of February 29, 2024

ASSETS	
Current Assets	
Cash	3,726,972
Investments	1,179,349
Accounts Receivable	557,874
Prepaid Expenses	29,951
Deposits	28,369
Inventory Asset	27,898
Total Current Assets	5,550,413
Other Assets	
Capital Assets	
Furniture & Fixtures	169,248
Equipment	756,009
EF/CVB Building	940,410
EF/CVB Land	198,621
Building Additions	1,451,322
Walker-Stone House	1,174,064
Vehicles	122,860
Construction in Progress	19,205
Accumulated Depreciation	(1,727,990)
Total Other Assets	3,103,750
TOTAL ASSETS	8,654,163
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	162,738
Unearned Revenue	307,480
Total Liabilities	470,219
Equity	
Unreserved Fund Balance	6,167,913
Operating Reserve	1,000,000
Capital Reserve	1,100,000
Temporarily Restricted Funds	126,817
Net Revenue	
Gain/(Loss) on Investments	(35,935)
Net Revenue without Cyclocross	(177,203)
Net Revenue for Cyclocross	2,352
Total Equity	8,183,944
TOTAL LIABILITIES AND EQUITY	8,654,163

Memo

To: Fayetteville Advertising and Promotion Commissioners

From: Molly Rawn, CEO, Fayetteville Advertising and Promotion Commission

Date: March 20, 2024

Re: Authorization to Sign Agreement with FORGE Production for First Thursday Festival

Background:

The team responsible for First Thursday relies on third-party vendors for staging, lighting, and sound production for the mainstage at each of its five First Thursday events:

- May
- June
- August
- September
- October

Three quotes were sought, and we are recommending FORGE for their ability to provide the mobile hydraulic stage and production services throughout the entire season without supplementing their services.

Recommendation:

The CEO recommends she be authorized to sign an agreement totaling \$30,000 with FORGE Production for production of the First Thursday Festival.



**FORGE
PRODUCTIONS**

124 WOODCLIFF RD. - SPRINGDALE, AR 72764

SOUND AND LIGHTING SERVICE CONTRACT

Agreement made this 19th day of March 2024, by and between **FORGE PRODUCTIONS** (Production Company) (hereinafter referred to as the “Contractor”) and **EXPERIENCE FAYETTEVILLE** (hereinafter referred to as the “Buyer”) for the purpose of contracting production reinforcement between the undersigned parties.

* **CONTRACTOR** hereby agrees to provide all sound, lighting, and necessary production equipment specified in **Exhibit A**, attached hereto and made part of this agreement. **CONTRACTOR'S** equipment listed in **Exhibit A** is in good working order and equal to the manufacturer's operating specifications.

* **SCHEDULE AND LOCATION OF EVENTS**
The **EVENT LOCATION(S)/DATE(S)** are:

2024 First Thursday Series
The Downtown Fayetteville Square
Fayetteville, Arkansas

* **LOAD-IN** may commence at:

1:00pm – May 2, 2024
1:00pm – June 6, 2024
1:00pm – August 1, 2024
1:00pm – September 5, 2024
1:00pm – October 3, 2024

SHOWTIME(S) are:

6:00pm – May 2, 2024
6:00pm – June 6, 2024
6:00pm – August 1, 2024
6:00pm – September 5, 2024
6:00pm – October 3, 2024

* The **CONTRACTOR** shall **OPERATE AND LEAVE EQUIPMENT SET UP UNTIL:**

End of event/show for each of the above-listed dates, after which the Contractor shall remove all equipment and personnel from the venue by: **11:59 P.M.** on such

date.

* **BUYER** shall pay to **CONTRACTOR** a total purchase price of **\$30,000.00**. A deposit of **\$15,000.00** (equal to 50% of the purchase price) will be due upon execution of this contract, and the remaining **\$15,000.00** will be paid in 5 equal installments of **\$3,000.00**, with each installment payment due upon arrival to the venue for the buildout of each of the above scheduled shows. **CHECKS PAYABLE TO: *FORGE PRODUCTIONS***

* Contractor will provide qualified personnel to operate all equipment provided for in this Agreement. No other personnel, including Buyer and/or his employees, shall operate the Contractor's equipment without the express consent of Contractor.

* Buyer shall provide adequate security to protect the Contractor's equipment and personnel during the term of this Agreement.

* Contractor shall have no obligation for furnishing or providing any other duties or equipment or utility cost other than what is stated in this contract.

* Buyer agrees that it shall apply for, obtain, and provide for the benefit of Forge Productions, all insurance certificates, permits, licenses, electric and construction permits, etc... as required under applicable local and state law, at the premises upon which such concerts/events will be performed, at no cost to Contractor.

* Buyer assumes all risk of loss for any or all damages to the production equipment and any other contracted equipment except in those instances when said damages have been caused by the active neglect of Contractor. In the event of loss or damage to the equipment due to the gross negligence of the Buyer, Buyer at the option of Contractor shall (a) place the same in good repair; or (b) pay Contractor in cash, the depreciated value of equipment lost or damaged.

* Contractor shall at all times be considered under the terms of this Agreement, an independent contractor and shall not be responsible for any obligation of Buyer with respect to third parties whatsoever. Buyer and Contractor agree that they shall hold each other harmless and indemnify from and against any and all liabilities, claims, loss, expense including attorney's fees, of any kind, or nature, for property damage or damage or injury to any person or incurred at or during the concert(s)/event(s)

* Contractor shall not be liable in damages to Buyer for any acts of omission, or the consequences thereof, which shall result from any cause beyond the reasonable control of Contractor. Buyer is, in addition, liable for all terms and conditions contained within any and all riders hereafter attached to this agreement.

* Contractor and Buyer, each at their own expense (with insurance companies having a current A.M. Best & Company's rating of not less than "A" excellent), will carry commercial general liability insurance with a minimum limit of one million

(\$1,000,000) and name each other as additionally insured throughout the Term of this Agreement. Proof of coverage, as well as Contractor license number and other such information, will be provided upon request of the Buyer.

- * There shall be no reduction of the above contract price in the event of cancellation or non-completion of the concert(s)/event(s)/rental(s) in whole or in part whether resulting from weather, failure of performers to appear or perform, sickness, accident, strike, riot, act of God, or any cause whatsoever.
- * Buyer shall issue all-access permits to performance and production areas to all designated employees of the Contractor in advance of Contractor's arrival at the venue. The personnel designated for such access are:

Clay Helder

Adam Putman

Zach Lay

Mason Rios

Justin Rucker

Chase Julian

Buyer shall be notified in advance of Contractor's arrival at the venue if there are any changes in the list of Contractor's personnel required to complete the terms of this Agreement. Contractor will use only personnel directly connected to the production of the event under the terms of this Agreement.

- * **BUYER** shall provide **0 HOTEL ROOMS** for Contractor from:

- * Buyer shall provide the electrical power and circuits necessary for Contractor to perform his duties hereunder. The Contractor's electrical requirements are listed in **Exhibit B** attached hereto. Contractor will use only licensed and bonded electricians in preparing the Contractor's electrical requirements. Power must be in place and of the specifications in **Exhibit B** one hour before the load-in time specified herein.

- * Buyer will provide adequate parking immediately adjacent to the staging area for the loading and unloading of equipment and parking/vehicle access permits to contractor and designated vehicles. Parking shall be reserved in advance for any vehicle the Contractor may need in the performance of his duties hereunder. It is Buyer's responsibility to retain access to and from the stage area and to secure Contractor's

parking during the entire term of this Agreement.

- * Contractor is acting as an independent contractor in the performance of his duties herein. Buyer is not responsible for any workman compensation insurance of any kind for Contractor or Contractor's employees or personnel. All expenses pertaining to Contractor's employees and personnel, including but not limited to taxes, insurance, union or guild dues, or any other expenses regarding Contractor's employees or personnel are the sole responsibility of the Contractor.
- * The agreement is for services rendered rain or shine. In the event of inclement weather or any other condition which Contractor or Buyer regard as hazardous to any person or persons, Contractor shall notify Buyer of such concerns/hazards and will, only after mutual agreement, interrupt the performance of Contractor's duties until such concerns are fully resolved. Any such interruption, postponement or cancellation of services shall not affect the Contractor's compensation specified herein.
- * If the performance is **CANCELLED** for any reason **prior to show date**, the deposit paid will be held by Forge Productions LLC or **50%** of contracted payment is required if no deposit was issued. If performance is **CANCELLED within 24 hours of the scheduled loadin, full payment is required**. Please do not hesitate to contact us if you have any questions or wish to discuss the logistics of the event further.
- * Neither party may assign any of its rights or obligations under this agreement without the written consent of the other party, provided, however, Contractor may assign this agreement to any of its affiliates or any successor to its business without the prior written consent of the Buyer.

ADDITIONAL TERMS AND CONDITIONS:

See Attached Rider (If Any)

- * Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of **ARKANSAS** and **WASHINGTON** County shall be the place of execution and jurisdiction.
- * Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.
- * This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

THE UNDERSIGNED PARTIES have read and understand the terms and conditions of this Agreement and do hereby set their hands.

CONTRACTOR SIGN

BUYER SIGN

CONTRACTOR PRINT

BUYER PRINT

DATE

DATE

FORGE PRODUCTIONS
124 WOODCLIFF RD.
SPRINGDALE, AR 72764

EXPERIENCE FAYETTEVILLE
21 S. BLOCK ST.
FAYETTEVILLE, AR 72701

EXHIBIT A

PROJECT EQUIPMENT LIST: See attached estimate #1244

ITEMIZED LIST NOT FINAL

EXHIBIT B

FORGE POWER REQUIREMENTS FROM VENUE

BUYER WILL PROVIDE

Minimum 60amp power service tie-in via bare wire or RV style plug

FORGE PRODUCTIONS WILL SUPPLY

N/A

OR AS APPROVED BY FORGE PRODUCTIONS

Memo



To: Molly Rawn, CEO Fayetteville A&P Commissioner,
Fayetteville A&P Commissioners,

From: Amy Stockton, Experience Fayetteville Director of Operations

Date: March 14, 2024

Re: Copier Equipment Lease Renewal

Background

Our two 60-month copier leases for both Experience Fayetteville and Fayetteville Town Center are expiring. We solicited and received proposals from four different companies.

After reviewing proposals, we recommend renewing a contract with TDSIT, our current provider, for two Xerox C8055 copiers and two Xerox C405 copiers.

TDSIT has provided prompt, reliable service and their new maintenance agreement includes a significantly lower cost-per-print on the desktop copiers.

Budgetary Impact

The lease agreement for Experience Fayetteville is \$240.21 a month and the lease agreement for Fayetteville Town Center is \$149.92 a month, both for 60 months. The two 60-month lease agreements combined are a total of \$23,407.80. This breaks down to a monthly cost slightly lower than we have budgeted for 2024.

Recommendation

Staff recommends the commission authorize the CEO to sign two lease agreements with TDSIT via GreatAmerica Financial Services Corporation for a total of \$23,407.80 for 60 months.



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831

WE MAKE IT HAPPEN

AGREEMENT NO.: **1969108**

CUSTOMER ("YOU" OR "YOUR")
FULL LEGAL NAME: **Fayetteville Advertising & Promotion Commission DBA Experience Fayetteville**

ADDRESS: **21 S Block Ave Ste 100 Fayetteville AR 72701-6499**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)
Total Document Solutions
LOWELL, AR

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

1 Xerox C8055 copier

2 Xerox C405 copier

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **60** MONTHLY PAYMENT AMOUNT*: **\$240.21** (*PLUS TAX)

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation**

SIGNATURE: _____ DATE: _____

PRINT NAME & TITLE: _____

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X** NAME AND TITLE: _____ DATE: _____

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: **(As Stated Above)**

SIGNATURE: **X** DATE: _____

PRINT NAME & TITLE: _____



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831

WE MAKE IT HAPPEN

AGREEMENT NO.: **1969105**

CUSTOMER ("YOU" OR "YOUR")
FULL LEGAL NAME: **Fayetteville Advertising & Promotion Commission DBA Fayetteville Town Center**

ADDRESS: **15 W Mountain St Fayetteville AR 72701-6068**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)
Total Document Solutions

EQUIPMENT AND PAYMENT TERMS
LOWELL, AR

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

1 Xerox C8055 copier

EQUIPMENT LOCATION: **As Stated Above** MONTHLY PAYMENT AMOUNT: **\$149.92** (*PLUS TAX)
TERM IN MONTHS: **60**

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

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SIGNATURE: _____ DATE: _____
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Fayetteville

RESTAURANT WEEK

Feb 25 - March 2, 2024



A Successful 2nd Annual Faye ☐ville Restaurant Week!

* 79 participating restaurants (**up from 54 participants in 2023!**)

* Almost all restaurants said they had **new business** as a result of FRW

* Social media interactions doubled during FRW

* New and enhanced connections with UARK



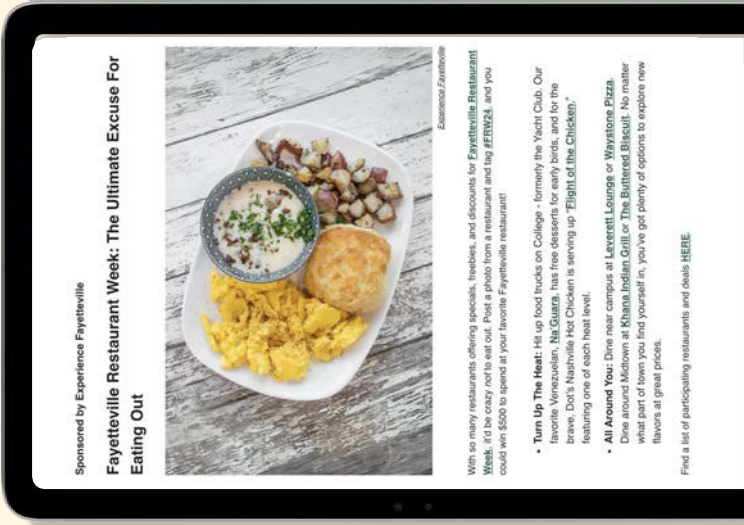
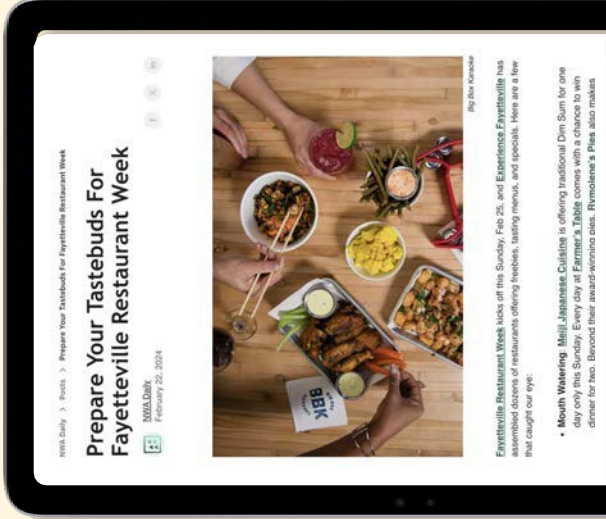
From a participant:

I just want to say thanks to you and to everyone who makes Restaurant Week possible. Besides helping small businesses like mine, it gives us the opportunity to reward current customers and to attract new ones. The free marketing provided by EFRW had a very positive results for Golden Kolache Bakery and it is very appreciated!"

-Isabella M.



Advertising Creative Snapshot



Sponsored by Experience Fayetteville

Fayetteville Restaurant Week: The Ultimate Excuse For Eating Out



Experience Fayetteville

We see many restaurants offering specials, freebies, and discounts for Fayetteville Restaurant Week. It'd be crazy not to eat out. Post a photo from a restaurant and tag #FAYEWRL and you could win \$500 to spend at your favorite Fayetteville restaurant!

- **Turn Up The Heat:** Hit up food trucks on College - formerly the Yacht Club. Our favorite wine-country, McQuinn, has free desserts for early birds, and to the brave, Doc's Nashville Hot Chicken is serving up 'Dignity of the Chicken,' featuring one of each heat level.
- **All Around You:** Dine near campus at **Lavaretto Lounges** or **Waystone Pizza**. Dine around Midtown at **Khana Indian Grill** or **The Buttered Biscuit**. No matter what part of town you find yourself in, you've got plenty of options to explore new flavors at great prices.

Find a list of participating restaurants and deals [HERE](#).

With Daily > Posts > Prepare Your Tastebuds For Fayetteville Restaurant Week

Prepare Your Tastebuds For Fayetteville Restaurant Week

MillsBab
February 22, 2024



By Ann Korwan

Fayetteville Restaurant Week kicks off this Sunday, Feb. 25, and Experience Fayetteville has assembled dozens of restaurants offering freebies, tasting menus, and specials. Here are a few that caught our eye:


- **Mouth Watering:** **Mitsji Japanese Cuisine** is offering traditional Dim Sum for one day only this Sunday. Every day at **Emerck's**, Table comes with a chance to win dinner for two. Bounced their award-winning date, **Honolulu's Pils** also makes

Paid Advertising Summary

Experience Faye Deville ran digital and radio ads to promote Faye Deville Restaurant Week (Feb. 8-March 1)

Advertising Channels:

Programmatic display, radio ads, and NWA Daily newsleter


 **1.6M**

impressions served from digital ads

526 

radio ad spots aired with locally owned radio stations (Jon/Deek, KISS/KQIS, 106.5 KBVA, Red Dirt 96.7)

clicks to the FRW page on website

 **9,000+**

228 Users Tagged Experience Faye ville During Restaurant Week



Earned Media Coverage



Well, this is a big week for our local restaurants here in Fayetteville.

University of Arkansas partnerships

