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## Airport Advertising Policy

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This policy provides advertising and signage criteria for the Muskegon County Airport (“Airport”). This policy does not apply to activities of the Airport and its Airport Manager, or designee, to inform the public, promote Airport facilities, services, or otherwise market the Airport and Airport Business Park.

Advertising is as an essential part of airport concessions, information, and identity programs; however, any advertisement must also be aesthetically consistent with the Airport’s design and architectural standards and not interfere with operational efficiencies and safety. A balance between Airport advertising and other informational systems must be maintained to preserve visual continuity, avoid clutter, and message overload. Advertising, for the purpose of this policy, is defined as the display of paid announcements in any form to promote businesses other than the Airport or the business of Airport tenants on their respective leaseholds.

All signs and other types of advertising on Airport property must be consistent with these guidelines and approved by the Airport Manager in writing before installation. Existing signs that do not meet the guidelines in this policy will be removed; however, a sign that has been previously approved by the Airport shall be allowed to remain as is until changed, replaced, or relocated at which time the sign must be modified to conform to this policy.

Airport Management will periodically review the Terminal area and tenant leaseholds for compliance with this policy.

### 1. **General Rules**

Signs and other advertisements on Airport property must meet the following general rules:

- 1.1 Advertisements in the terminal public areas are the responsibility of the Airport. Advertisements in leased areas are the responsibility of the tenant but those advertisements must comply with this policy.
- 1.2 No advertisements may be placed on exterior doors or windows except those approved by the Airport Manager.
- 1.3 No advertisements may be placed on the roof of any building or on any structure atop a building.
- 1.4 All advertisements must meet comply with any applicable safety standards.
- 1.5 Advertisements shall not contain obscene, pornographic or violent material; market tobacco products, hard liquors, or illegal/prohibited substances; contain commentary, advocacy, or promotion of or on social, political, religious, or rhetorical issues; advocate for or against political candidates, political campaigns, ballot measures, or political parties or

organizations; or advocate a position (directly or indirectly) on any public policy or social issue.

- 1.6 Advertisements shall not advertise services in direct competition with the Airport's business objectives and services.
- 1.7 Advertisements shall not be false, misleading, or deceptive.
- 1.8 Advertisements shall not contain objectionable or controversial material such that the advertisement would be contrary to community standards or would detract from the mission of the Airport to provide a comfortable, pleasant passenger experience.
- 1.9 Except as noted above, no advertising of any nature is allowed along roadways, walkways, landscaped areas, or other grounds of the Airport without permission from the Airport Manager.
- 1.10 Advertisements may not contain flashing messages or be illuminated by strobe or laser lighting.
- 1.11 Advertising on the exterior of the terminal building or any permanent structure on the Airport property is prohibited. In addition, an advertisement on the exterior of passenger loading bridges or airport fences is prohibited, except for advertising authorized by the Airport.
- 1.12 The Airport will not provide email/telephone support (e.g., answer questions about products, services, companies, etc.), email/telephone endorsements (e.g., provide a positive review of a product or service or recommend any product or service) or take orders for products or services advertised at the Airport.
- 1.13 Advertisements for gaming activities operated by the Michigan Lottery must be approved by the Airport Manager prior to execution of a contract for those ads. Should these types of ads be approved, a pamphlet for gaming addiction shall be placed in a brochure rack in the terminal. No other types of gaming will be considered for advertising.
- 1.14 All advertisements must be approved by the Airport in writing prior to display.

## **2. Terminal Building**

Within the Airport's terminal building, all advertising in public and common use spaces shall be allowed entirely at the discretion of and subject to the judgment of the Airport Manager, in accordance with the general rules set forth above. Advertising in spaces exclusively or preferentially leased by tenants shall be restricted to only goods and services offered by the tenant.

All advertisements proposed in the terminal building, no matter where or how placed, are subject to the written consent and approval of the Airport Manager prior to installation.

The Airport Manager shall have the right to remove and dispose of any sign, brochure, flyer, advertisement, circular, picture, sketch, drawing or other commercial message that violates any of these policies. The Airport Manager shall have the right to post or cause to be posted signs, brochures, flyers, advertisements, circulars, pictures, sketches, drawings, or other commercial messages that promote the use of Airport-provided services.

### **3. Other Airport Buildings and Structures**

Advertising is not permitted on the exterior of or on the grounds of any other building or structure on Airport property. This policy does not apply to activities of tenant/leaseholders to identify, inform the public, or promote its services or business, or otherwise market their business in accordance with the terms and conditions of their specific lease. Any promotion or identification of a business or tenant of the Airport must comply with any applicable signage ordinance that is in effect or enacted by the City of Norton Shores or Muskegon County.

### **4. Temporary Advertising Signs**

Airport tenants may use temporary signs with prior approval of the Airport Manager. Airport tenant contractors may use temporary signs that may be considered advertising in nature during construction periods to identify projects, work sites, contractors, and work in process as specified in Airport-approved contract documents.

### **5. Indemnity**

Advertisers and their agencies will indemnify and hold harmless the County of Muskegon and the Muskegon County Airport, its officers and agents, against all expenses and losses resulting from the publication of the contents of the advertisement, including claims for libel, violation of privacy, copyright infringement, or plagiarism.

The Airport's name, logo, and designations, nor testimonials by current Airport employees, may be used in advertisements to endorse non-Airport products or services, unless the Airport has specifically contracted with a particular advertiser to promote or endorse a product or service apart from the purposes of the advertising program.



**Attachment B**

**MUSKEGON COUNTY AIRPORT  
AIRPORT ADVERTISING AGREEMENT**

**Dated:** \_\_\_\_\_ **Airport Agreement No.:** \_\_\_\_\_

**Lessor:** County of Muskegon, Michigan

**Lessee:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Monthly Rent:** \_\_\_\_\_ Payable in advance on the first day of each month.

**Agreement Term Begins:** \_\_\_\_\_ **Term:** Minimum one (1) year

**LESSEE COVENANTS AND AGREES AS FOLLOWS:**

1. Lessee agrees to pay the monthly rent in advance to the Lessor, payments being due on the 1st day of each month. If Lessee pays a year's rent in advance, a ten percent (10%) discount shall be given to said Lessee.
2. Lessee agrees to produce, at its own cost, and periodically change the display with the approval of the Lessor in order to maintain a clean and current display and, further, agrees that no obscene or objectionable literature or display materials shall be contained therein in accordance with this Airport Advertising Policy.
3. Lessee further agrees to hold Lessor harmless against loss due to theft or vandalism associated with said display.
4. If the Lessee fails to make payment as hereinbefore set forth, then, and in that event, the said Lessor shall have the right to remove said display and lease the said display area to another Lessee.
5. The Lessee has the option of renewing said lease on an annual basis by either giving written notice of intent within thirty (30) days of termination date, or by making an annual or monthly payment for the next lease period.

**EXECUTED IN THE PRESENCE OF:**

\_\_\_\_\_

**LESSOR: COUNTY OF MUSKEGON**

**By:** \_\_\_\_\_

Airport Manager

**EXECUTED IN THE PRESENCE OF:**

\_\_\_\_\_

**LESSEE:**

**By:** \_\_\_\_\_