



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: May 20, 2024

SUBJECT: SKYDANCER ADVERTISING AGREEMENTS

I. RECOMMENDED ACTION

**Approve the advertising contracts between Skydancer Casino and City of Minot located at Minot International Airport; and
Direct Mayor to sign contracts**

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739

III. DESCRIPTION

A. Background

Skydancer Casino and Minot International Airport (MOT) had previous Advertising contracts dated February 1, 2023 and ending January 31, 2024 using six locations within the terminal to advertise for their establishment. At the end of the contract the former marketing director left Skydancer and the contracts were not renewed. In April of 2024 the new marketing director for Skydancer requested new contracts for the same six locations used the prior year with a request to price match the prior year's cost.

B. Proposed Project

The agreement will allow additional advertising in the terminal and provide a continued working relationship between Skydancer and MOT.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

Promotion of businesses provides additional services to customers as well as businesses.

C. Fiscal Impact

Advertising is revenue generating. The six locations are broken down below including a discount that is offered to all advertisers that choose multiple locations and/or an extended contract.

Location	Location Use Cost	Contract Length	Total
TSA Checkpoint - Static	400	12	4800
Gate 4 Exit Lane - Static	400	12	4800
Northside TSA door - Static	150	12	1800
ATM 1st Floor - Static	300	12	3600
Baggage Claim - Electronic	250	12	3000
Power Bar - Electronic	300	12	3600
Total			21600
10% discount			-2160
New Total			19440

VI. ALTERNATIVES

Reject the advertising agreement and space will be left open for a different advertiser if one becomes available.



MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

1. **Services.** Advertiser's **Digital** media will be displayed and located as described **1st Floor Landside** (see attached map for location(s)) within the **Power Bar in front of Trestle Tap House** of the commercial terminal interior of the Minot International Airport starting on **May 1, 2024** and ending on **April 30, 2025** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$270.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
4. **Deletions & Modifications of Advertisement Information.** During the Term of the Advertisement, should any of the Advertisement information change, the Advertiser shall contact and inform MOT of the intent to change and shall coordinate access to the Advertisement with Airport Administration in advance. The Advertiser is solely responsible for any costs associated with modifications to Advertising media. The Airport accepts digital advertising only in specified sizes and file formats (see attached list). All static advertisements, including their mounting methods and fixtures, must be approved by MOT prior to installation. MOT is not responsible for costs incurred in the production, installation, or removal of Advertisements. Airport Administration reserves the right to approve or deny any modifications as requested by the Advertiser. Should it be determined and verified by Airport Administration that the Advertiser is no longer in business and/or providing the advertised product and/or service, Airport Administration shall then have the right, without any liability, to remove the advertisement from public display in the terminal.
5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
7. **Termination.** This Agreement will terminate upon the expiration of the Term. The Parties may only terminate the Agreement prior to expiration of the Term by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach and affords the breaching Party ten (10) days to cure the breach, failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
8. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served is hand delivered, or if sent by certified or registered mail, postage prepaid, or courier to the last address previously furnished by the Parties hereto. Until hereafter changed by the Parties, in writing, notices shall be addressed to the Parties as follows:

SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

9. **Miscellaneous.** The Parties hereby agree that North Dakota law will be used to govern and interpret this Agreement. The Parties will maintain the facts and terms of the Agreement as strictly confidential, to the extent allowed by North Dakota's open records laws. No Party may assign the Agreement without the other's express written consent. Any other assignment shall be void and without force or effect. The Parties agree that any action/lawsuit regarding this Agreement shall be brought in Ward County, North Dakota. The prevailing Party in any action/lawsuit shall be awarded its reasonable attorneys' fees and costs. The Agreement is the entire and only agreement between the Parties regarding its subject matter, and all prior agreements between or among the Parties and related to the subject matter of the Agreement are of no force or effect. The individuals signing the Agreement personally represent, warrant, and covenant they have the authority to bind to the Agreement the Party on whose behalf they are signing. Neither Party makes any representation, covenant, or warranty except as expressly set forth in the Agreement. This Agreement will not be construed against either Party by virtue of that Party having written all or any part of the Agreement. The failure on the part of a Party to enforce a term or provision of the Agreement will not constitute a waiver of the right to later enforce that provision. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by North Dakota law. The Parties may not amend the Agreement except in writing, signed by both Parties. The Parties may execute the Agreement in counterparts. Unmodified faxed or electronically stored executed



copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement. The waiving of any portion of this Agreement by either Party must be in writing and shall be limited to that particular instance and shall not be deemed to waive any other breach of this Agreement. The consent by MOT to any act by Advertiser requiring MOT's consent shall not be deemed to constitute consent to any subsequent similar act by Advertiser.

By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:
Fax:

X 

Name: Randy Brunelle
Title: GM
Date: 4-29-24

City of Minot

10 3rd Ave SW
Minot, ND 58701

Tel: 701-857-4724
Fax: 701-857-4710

X

Thomas Ross
Mayor
Date:

ATTEST

X

Mikayla Williams
City Clerk
Date:



MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS

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1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) **Holdroom Wall Space Adjacent to TSA** of the commercial terminal interior of the Minot International Airport starting on **May 1, 2024** and ending on **April 30, 2025** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$135.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
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Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

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1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) within the **TSA Checkpoint** of the commercial terminal interior of the Minot International Airport starting on **May 1, 2024** and ending on **April 31, 2025** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$400.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
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1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) **Gate 4 Wall Space Adjacent to the Exit Lane** of the commercial terminal interior of the Minot International Airport starting on **May 1, 2024** and ending on **April 30, 2025** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$360** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
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1. **Services.** Advertiser's **Static Media** will be displayed and located as described (see attached map for location(s)) **Baggage Claim Lobby Wall Adjacent to ATM** of the commercial terminal interior of the Minot International Airport starting on **May 1, 2024** and ending on **April 30, 2025** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$270** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
4. **Deletions & Modifications of Advertisement Information.** During the Term of the Advertisement, should any of the Advertisement information change, the Advertiser shall contact and inform MOT of the intent to change and shall coordinate access to the Advertisement with Airport Administration in advance. The Advertiser is solely responsible for any costs associated with modifications to Advertising media. The Airport accepts digital advertising only in specified sizes and file formats (see attached list). All static advertisements, including their mounting methods and fixtures, must be approved by MOT prior to installation. MOT is not responsible for costs incurred in the production, installation, or removal of Advertisements. Airport Administration reserves the right to approve or deny any modifications as requested by the Advertiser. Should it be determined and verified by Airport Administration that the Advertiser is no longer in business and/or providing the advertised product and/or service, Airport Administration shall then have the right, without any liability, to remove the advertisement from public display in the terminal.
5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
7. **Termination.** This Agreement will terminate upon the expiration of the Term. The Parties may only terminate the Agreement prior to expiration of the Term by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach and affords the breaching Party ten (10) days to cure the breach, failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
8. **Notice.** All payments, demands and notices required herein shall be deemed to be properly served is hand delivered, or if sent by certified or registered mail, postage prepaid, or courier to the last address previously furnished by the Parties hereto. Until hereafter changed by the Parties, in writing, notices shall be addressed to the Parties as follows:

SKY DANCER CASINO AND RESORT
3965 Sky Dancer Way NE
Belcourt, ND 58316

MINOT INTERNATIONAL AIRPORT
305 Airport Road, Suite 216
Minot, ND 58703

9. **Miscellaneous.** The Parties hereby agree that North Dakota law will be used to govern and interpret this Agreement. The Parties will maintain the facts and terms of the Agreement as strictly confidential, to the extent allowed by North Dakota's open records laws. No Party may assign the Agreement without the other's express written consent. Any other assignment shall be void and without force or effect. The Parties agree that any action/lawsuit regarding this Agreement shall be brought in Ward County, North Dakota. The prevailing Party in any action/lawsuit shall be awarded its reasonable attorneys' fees and costs. The Agreement is the entire and only agreement between the Parties regarding its subject matter, and all prior agreements between or among the Parties and related to the subject matter of the Agreement are of no force or effect. The individuals signing the Agreement personally represent, warrant, and covenant they have the authority to bind to the Agreement the Party on whose behalf they are signing. Neither Party makes any representation, covenant, or warranty except as expressly set forth in the Agreement. This Agreement will not be construed against either Party by virtue of that Party having written all or any part of the Agreement. The failure on the part of a Party to enforce a term or provision of the Agreement will not constitute a waiver of the right to later enforce that provision. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by North Dakota law. The Parties may not amend the Agreement except in writing, signed by both Parties. The Parties may execute the Agreement in counterparts. Unmodified faxed or electronically stored executed



copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement. The waiving of any portion of this Agreement by either Party must be in writing and shall be limited to that particular instance and shall not be deemed to waive any other breach of this Agreement. The consent by MOT to any act by Advertiser requiring MOT's consent shall not be deemed to constitute consent to any subsequent similar act by Advertiser.

By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:
Fax:

X 

Name:
Title:
Date:

Randy BRUNELLE
GM
4-29-24

City of Minot

10 3rd Ave SW
Minot, ND 58701

Tel: 701-857-4724
Fax: 701-857-4710

X _____

Thomas Ross
Mayor
Date:

ATTEST

X

Mikayla Williams
City Clerk
Date:



MINOT INTERNATIONAL AIRPORT
DIGITAL AND STATIC FIXED ADVERTISING AGREEMENT TERMS AND CONDITIONS

This agreement is between the City of Minot, Minot International Airport ("MOT"), a municipal corporation, and **Sky Dancer Casino and Resort** ("Advertiser"), (the "Parties" and each a "Party").

1. **Services.** Advertiser's **Digital** media will be displayed and located as described **1st Floor Landside** (see attached map for location(s)) within the **Baggage Claim** of the commercial terminal interior of the Minot International Airport starting on **May 1, 2024** and ending on **April 30, 2025** ("Term") unless terminated or extended by written agreement of the Parties. MOT makes no representation or warranty regarding the other advertisements shown within the terminal interior's vicinity. MOT reserves the right to alter the advertising schedule as needed.
2. **Rates.** Advertiser agrees to pay a monthly rate of **\$225.00** ("Rate") for the specified Term. Rate is due for payment on the twentieth (20th) day of each consecutive month of the Term and must be sent to the address listed in this agreement. MOT may suspend providing services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Rates are not refundable or prorated once the advertisement has been displayed within the terminal for the agreed monthly term.
3. **Advertisement.** Advertiser grants MOT a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory or libelous; (d) be pornographic, obscene, or inconsistent with the purpose of the Advertisement; or (e) violate any laws regarding unfair competition, anti discrimination, or false advertising. Advertiser shall be solely responsible for delivering the Advertisement to MOT. Airport Administration may refuse to display an Advertisement at its sole discretion and/or if the Advertisement violates this agreement.
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5. **Liability Limitation.** In no event shall MOT be liable for any consequential, incidental, indirect, punitive, or special damages for lost business or profits related to the Agreement. In no event shall MOT's liability to Advertiser exceed the fees actually paid under the Agreement. The



Parties hereto agree to promptly report to the other any claim or suit arising against it, arising out of, or in connection to this Agreement or the Advertisement.

6. **Indemnity and Waiver of Damages.** If the Advertiser or Advertisement violates this agreement, Advertiser shall indemnify and hold MOT harmless to the extent indemnification is allowed by North Dakota law from any claims and demands of third persons, including the United States of America, resulting from the Advertiser or Advertisement's noncompliance with any provisions of this Agreement and Advertiser shall reimburse MOT for any loss or expense incurred by reason of such noncompliance.
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By signing this Agreement, you are certifying you have read the foregoing and agree to all terms set out above.

SKY DANCER CASINO AND RESORT

3965 Sky Dancer Way NE
Belcourt, ND 58316

Tel:

Fax:

X 

Name: Randy Brunelle
Title: GM
Date: 4-29-24

City of Minot

10 3rd Ave SW
Minot, ND 58701

Tel: 701-857-4724

Fax: 701-857-4710

X

Thomas Ross
Mayor
Date:

ATTEST

X

Mikayla Williams
City Clerk
Date: