

**AGREEMENT FOR MARKETING AND OPERATIONAL INCENTIVES  
("AGREEMENT")**

**THIS AGREEMENT** is made and entered into as of the date indicated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and **UNITED AIRLINES, INC.**, a certified air carrier with its principal place of business in Delaware and authorized to do business in the State of Colorado (the "**Airline**") (collectively the "**Parties**").

**W I T N E S S E T H**

**WHEREAS**, the City owns, operates and maintains Denver International Airport ("**DEN**" or "**Airport**"); and

**WHEREAS**, the Airline announced, and will commence, non-stop regular passenger service between Winnipeg, Manitoba, Canada ("**YWG**") and DEN, on or about May 23, 2024 ("**Commencement Date**"); and

**WHEREAS**, the City's Air Carrier Incentive Program ("**Incentive Program**") is intended to support new air service to DEN, in part through marketing new passenger service; and

**WHEREAS**, DEN assesses operational fees for the Airline's use of DEN, payable to the Denver Municipal Airport System Enterprise Fund (the "**Airport Revenue Fund**"); and

**WHEREAS**, a factor in the Airline's decision to initiate new passenger service was an offer by DEN of promotional benefits to any air carrier initiating or announcing qualified, scheduled passenger service between January 2, 2024 and December 30, 2024, consistent with the terms and conditions of Incentive Program, attached hereto as ***Exhibit A***; and

**WHEREAS**, the City wishes to obtain professional services to specifically promote, for the public and the industry, awareness and use of DEN facilities and the Airline's new regular passenger services between YWG and DEN; and

**WHEREAS**, the Airline is ready, willing and able to provide or cause to be provided the services required by the City, and to perform the services called for hereunder subject to the conditions hereinafter set out;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties hereto agree as follows:

**1. LINE OF AUTHORITY:**

The Chief Executive Officer of the Airport (the “**CEO**”), or their designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, the Airport’s Director of Air Service Development (“**Director**”) is designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated and whose approval shall be deemed to be the approval of the CEO. In furtherance of the foregoing, any reference to the CEO herein, below, shall be deemed a reference to the Director unless notified, in writing, by the CEO. The Director may designate a Project Manager, if applicable, under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Airline shall be processed in accordance with the Director's directions.

**2. SCOPE OF SERVICES:**

All work performed under this Agreement shall be done in a manner consistent with the spirit and intent of the Incentive Program, as explained in the attached ***Exhibit A***. The Airline has provided to the City a comprehensive marketing strategy, that includes the creative rendering, media plan and work flow for the work to be performed hereunder, in writing (the “**Scope of Services**”), which is attached hereto as ***Exhibit C***. By City’s execution of this Agreement, the City hereby memorializes its approval of the Scope of Services and the amount(s) to be reimbursed by the City for the publications, events, materials, advertising campaigns, marketing programs, and advertisements. In consideration of the City’s agreement to pay the Maximum Contract Amount to the Airline, the Airline will promptly undertake, perform and furnish (or cause to be promptly undertaken, performed and furnished) the services hereinafter described in this Agreement and the Scope of Services, including the following tasks:

A. Initiation and implementation of promotional events, advertising campaigns and marketing programs directed toward promoting public and industry awareness of the new services offered by the Airline at DEN, in a manner consistent with advertising norms and customs in the United States, which promotional events, advertising campaigns and marketing programs may be conducted in any location or media, including in Canada.

B. Development of support materials promoting the benefits of DEN to targeted travelers in specific markets selected by the Airline, highlighting Denver and DEN as the international gateway to the Rocky Mountain region; and, highlighting the characteristics making DEN the gateway of choice for the region for an increasing number of passengers. Nothing in this Agreement shall preclude the Airline from undertaking any advertising, marketing, or promotional program that it, in its sole discretion, deems appropriate. It is agreed, however, that if the particular advertising, marketing or promotional activity is not approved by the City pursuant to this Agreement, it will not be included in the Airline's invoices to the City.

### 3. **NATURE OF SERVICES TO BE PERFORMED:**

The Airline shall consult with and receive the approval of the City in the development of the Scope of Services. To the extent that the campaigns, promotional events, advertising, and marketing programs are not consistent with the requirements of this Agreement of the Scope of Services, the Airline shall obtain the approval from the City for such campaigns, promotional events, advertising, and marketing programs not consistent with the Scope of Services or this Agreement. The Airline agrees to diligently and professionally perform all the work described herein, and provide services consistent with the following:

A. **Publications.** The Airline agrees that when printed materials are used, the name “Denver International Airport” or “DEN,” with or without its logo, shall appear prominently on the material.

- (1) *Collateral.* The Airline may produce and distribute brochures promoting the benefits of DEN to targeted travelers in specific markets selected by the Airline, highlighting Denver and DEN as the international gateway to the

Rocky Mountain region; and, highlighting the characteristics making DEN the gateway of choice for the region for an increasing number of passengers.

- (2) *Direct Mail.* The Airline may produce and distribute a direct mail piece for distribution in Denver to announce the Airline's new non-stop service at DEN.
- (3) *Press Kits.* The Airline may create a press kit to be distributed to the media featuring the Airline's new service at DEN.

**B. Promotional Events.** The Airline agrees that when special events, promotions or receptions are selected as the promotional vehicle, the CEO shall be involved in approving targeted audiences.

**C. Advertising.** The Airline agrees that for any advertising created for this purpose, the name “Denver International Airport” or “DEN” shall appear prominently in any such advertising. The Airline will produce and implement advertising campaigns related to the new service planned at DEN. Such campaigns should include, but are not limited to, print and media costs associated with advertising projects which promote DEN and the Airline’s new service both to the traveling public and to trade members of the airline industry.

**D. Placement of Advertising.** The Airline shall place no advertisement created pursuant to this Agreement in any media without the prior written approval by the CEO of the content and placement of the advertisement, which approval shall not be unreasonably withheld, conditioned or delayed. The CEO shall approve or disapprove any advertising, marketing, or promotional materials submitted to the City within seventy-two (72) hours of the City’s receipt thereof. If the CEO has not approved or disapproved such advertising, marketing, or promotional materials submitted to the City within such seventy-two (72) hour period, such materials shall be deemed approved by the CEO.

**E. Use of Funds.** All funds provided under this Agreement must go directly toward production of materials and/or placement of marketing for flights between Denver and Winnipeg. Funds provided under this Agreement may be used for other advertising, special events,



promotional items, or marketing activities only with the prior written approval of the CEO. However, under no circumstances shall funds provided under this Agreement be used to offset any other Airline cost.

#### **4. OPERATIONAL INCENTIVES:**

**A. Definition.** For the purposes of this Agreement, the Parties expressly agree that the term “Airline” includes aircraft movements at DEN by the Airline as well as by its subsidiaries, affiliates and aircraft operators with whom the Airline has a capacity purchase agreement covering the aircraft movements at DEN and that all such aircraft operators shall be construed as the Airline hereunder.

**B. Schedule.** The current intended schedule for the Service is 365 departures in the first year of Service (May 23, 2024 – May 22, 2025). The frequency for the second year of Service (May 23, 2025 – May 22, 2026) is currently expected to equal the number of departures in the first year.

#### **5. COMPENSATION FEES AND CREDITS:**

**A. Compensation for Services.** The City agrees to credit the Airline for approved operational activities and to reimburse the Airline for approved marketing activities, and the Airline agrees to accept as its sole compensation for its complete costs incurred and services rendered hereunder, amounts approved in advance pursuant to this Agreement all costs (up to the Maximum Contract Amount) incurred by the Airline in undertaking the development of the campaign or promotional event, placing and publishing advertising, and developing a marketing program and the provisions of the Scope of Services, in all cases consistent with the requirements of this Agreement. The Airline shall obtain the City’s consent for any campaign, promotional event, or marketing program undertaken by the Airline that is not consistent with the Scope of Services and for the cost of which the Airline anticipates to be reimbursed by the City. All such sums shall be reimbursed subject to these provisions and to the refund and surety provisions of Section 8.B of this Agreement.

**B. Frequency Adjustment.** The Airline's current intended schedule is 365 departures in the first year of service (May 23, 2024 – May 22, 2025) (the “**Current Schedule**”). In the event the frequency of service is adjusted by the Airline during the Term of the Agreement, provided the service is not discontinued or reduced to less than sixty-six (66%) of the Current Schedule, the Airline will be credited or reimbursed for its costs incurred and services rendered hereunder based on the adjusted service.

**C. Invoices.** The Airline shall submit invoices for reimbursement, which shall be stated in U.S. dollars, and which shall include the following items:

- (1) The date and nature of the services rendered.
- (2) Adequate documentation to support the invoice, including, to the extent not previously provided to the City, documentation of the content of any advertisements placed and published pursuant to this Agreement, and currency exchange rate calculation for any services paid in foreign currency, which calculation shall be based on USD/CAD mid-market rate for the date of the transaction, and
- (3) The signature of an authorized officer of the Airline, certifying that the invoice has been examined and has been found to be correct.

The Airline shall promptly provide on request from the City additional supporting documentation reasonably requested in connection with any invoice submitted by the Airline for reimbursement under this Agreement. The City shall remit all reimbursements to the Airline due hereunder in accordance with Section 29 hereof.

**D. Credits.** If the Airline establishes and continues the Service during twenty-four (24) months, beginning on or about the Commencement Date, the City will provide credit from the Airport revenues against the fees the Airline would owe to the Airport to operate the incentivized route. The incentives include landing fees, as applicable, and may include other relevant fees. Accordingly, the credits, will not exceed the Airline's cost to operate at DEN.

**E. Accounting for Credits.** The credits will be accounted for in the City’s Airport Revenue Fund and shall be reconciled in accordance with DEN rate-making procedures as outlined in Part VI of the Airport Use and Facilities Lease Agreement, by and between the City and the Airline, as amended and supplemented from time to time (the “**ULA Agreement**”). The credits will be accounted for in the City’s Airport Revenue Fund and shall be reconciled in accordance with Part 120 of the Denver Municipal Airport System’s Rules and Regulations (“**DEN Rules and Regulations**”). The credits are calculated based on the cost to the Airline to operate the incentivized Service at DEN in accordance with Section 5.D. Such credits shall be recorded on the tracking template form attached hereto as *Exhibit B* (the “**Operating Incentive Tracking Template**”). If the Service is discontinued before twenty-four (24) months have elapsed, then the credits will be terminated in accordance with Section 6, below.

**6. REIMBURSEMENT/CREDITS FOR PARTIAL SERVICES:**

If the Agreement is terminated without cause pursuant to Section 9.A, the Airline's total compensation shall be limited to the sum of invoices which have already been submitted, audited and approved at the time of termination, plus the reasonable value of those costs which have been incurred and the reasonable value of services rendered prior to termination, but have not been approved for reimbursement at the time of termination. The reasonable value of any such subsequent billed cost or service shall be evidenced by an invoice provided by the Airline (and such other documents substantiating such invoice as reasonably requested by the City, including the Airline’s proof of payment) for services rendered.

**7. MAXIMUM CONTRACT AMOUNT:**

**A.** Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for reimbursements and/or credits under this Agreement for any amount in excess of **One Million United States Dollars and No Cents (US \$ 1,000,000)** (the “**Maximum Contract Amount**”). The Maximum Contract Amount provided above is based upon the number of flights set out in Section 4.B. above.

**B.** The current intended schedule is 365 departures in the first year of service (May 23, 2024 – May 22, 2025), with the same number of departures expected in the second year of

service (May 23, 2025 – May 22, 2026). The Airline shall not decrease the frequency of service to less than sixty-six percent (66%) of the Current Schedule. If the Airline does not provide non-stop service between YWG and DEN at a minimum of sixty-six (66%) of the Current Schedule during the first year of service, then the incentives shall terminate from and after the date the Airline ceases to provide non-stop service between YWG and DEN at a minimum of sixty-six percent (66%) of the Current Schedule during the first year of service.

C. Reimbursement or credits under this Agreement shall be reimbursed from the Airport System Fund. The City has no obligation to make reimbursements or credits from any other source, nor to issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

## **8. TERM:**

The Term of this Agreement shall begin on or about the Commencement Date and shall expire twenty-four (24) months thereafter, unless sooner terminated in accordance with the terms stated herein.

## **9. TERMINATION; REFUND OF REIMBURSEMENTS/CREDITS:**

A. **Termination.** Either Party may terminate this Agreement without cause by giving not less than thirty (30) days' prior written notice to the other Party and may terminate this Agreement with cause by giving not less than thirty (30) days prior written notice to the other Party. Any such notice shall state the effective date of such termination.

B. **Refund of Reimbursements/Credits.** If the City or the Airline terminates this Agreement for cause, including but not limited to if the Airline does not provide non-stop service between YWG and DEN at a minimum of sixty-six percent (66%) of the Current Schedule, then all amounts reimbursed and/or credited to the Airline by the City under this Agreement shall be refunded to the City within thirty (30) days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

**10. OWNERSHIP OF WORK PRODUCT:**

Each Party agrees that it has no ownership interest in and will not infringe or interfere with any trademark, servicemark, symbol, logo, trade dress or intellectual property of the other Party, but may use such upon the express written permission of the Party owning the protected property. It is understood and agreed that all drawings, promotion media and other documents which are created by or on behalf of the Airline shall remain the property of the Airline, and the City may use such drawings, promotion media or other documents with the express written permission of the Airline. However, the Airline shall not be held liable for damage resulting from any use of said documents, other than the original intended use.

**11. COORDINATION AND LIAISON:**

The Airline agrees that during the term of this Agreement it shall fully coordinate all services provided pursuant to this Agreement and shall make every reasonable effort to fully coordinate all such services as directed by the Director or their authorized representative.

**12. STATUS OF AIRLINE:**

The City and the Airline each acknowledge and agree that it is a party to the ULA Agreement that was executed before the commencement of service, as amended and supplemented from time to time, and that the Airline has become a Signatory Carrier as defined in DEN's Rules and Regulations. Furthermore, the Airline acknowledges that it has been made aware of the DEN Rules and Regulations at least sixty (60) days prior to the commencement of the service. This Agreement is expressly subject to all of the terms and conditions set forth in the ULA and DEN Rules and Regulations. It is further understood and agreed by and between the Parties hereto that the status of the Airline shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 2.11.3(C) of the City Charter. It is not intended, nor shall it be construed that the Airline, its personnel or subcontractors are employees or officers of the City under Denver Revised Municipal Code ("D.R.M.C.") Chapter 18 for any purpose whatsoever.

**13. COMPLIANCE WITH ALL LAWS AND REGULATIONS; PATENT, TRADEMARK AND COPYRIGHT LAWS:**

**A.** The Airline and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the Charter, ordinances, Executive Orders, and rules and regulations of the City.

**B.** Airline agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Airline will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Airline prepares any documents which specify any material, equipment, process or procedure which is protected, Airline shall disclose such patents, trademarks and copyrights in such documents.

**14. AIRLINE'S INSURANCE:**

The Airline agrees to insure its operations in accordance with the terms of the Airline's Certificate of Insurance and Certificate of Workers Compensation Insurance, as referenced in the ULA or Operating Permit and required by DEN Rules and Regulations Parts 140 and 230. Airline shall insure its operations on or before the flight operations begin.

**15. NO THIRD-PARTY BENEFICIARIES:**

The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person or entity other than the City or the Airline receiving services or benefits from this Agreement shall be deemed an incidental beneficiary only and shall not have any interest or right in this Agreement or any agreement referenced in this contract.

**16. ASSIGNMENT; SUBCONTRACTING AND INUREMENT:**

The Airline shall not assign, pledge, transfer or subcontract with respect to any of its rights, benefits, obligations, or duties under this Agreement without obtaining prior written consent and approval of the CEO or their authorized representative. However, nothing contained herein shall preclude the Airline from engaging third party contractors to provide the Scope of Services hereunder. Except as provided in the immediately preceding sentence, any attempt by the Airline to assign or transfer its rights hereunder shall automatically terminate this Agreement and all rights of the Airline hereunder. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns as permitted under this Agreement.

**17. RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any reimbursements and/or credits by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Airline. The City making any such reimbursements and/or credits when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

**18. APPROVAL AND APPROVAL BY ELECTRONIC COMMUNICATION:**

Any approval given by the CEO (or the Director as the CEO's designee as provided in Section 1 above) hereunder, shall be deemed approval of the City hereunder. Further, any approval of the city or the Airline required hereunder may be given to the other Party via email communication at the following respective email address for each Party: If to the City, to Laura Jackson at [Laura.Jackson@flydenver.com](mailto:Laura.Jackson@flydenver.com). If to the Airline, to Joyce Zhai at [Joyce.Zhai@united.com](mailto:Joyce.Zhai@united.com).

**19. COLORADO OPEN RECORDS ACT:**

**A.** The Airline acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 et seq., and the Airline agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Airline asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by the Airline to the City shall be considered confidential by the City only to the extent provided in CORA, and the Airline agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Airline of such request in order to give the Airline the opportunity to object to the disclosure of any material the Airline may consider confidential, proprietary, or otherwise exempt from disclosure. In the event the Airline objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, the Airline agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials the Airline does not wish disclosed. The Airline agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of the Airline’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

**20. EXAMINATION OF RECORDS:**

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s



election in paper or electronic form, any pertinent books, documents, papers and records related to the Airline's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Airline shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final reimbursement and/or credit under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Parties to make disclosures in violation of state or federal privacy laws. The Parties shall at all times comply with D.R.M.C. §20-276.

**B.** Additionally, the Airline agrees until the expiration of three (3) years after the final reimbursement and/or credit under this Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of the Airline, related to the Airline's performance of this Contract, including communications or correspondence related to the Airline's performance, without regard to whether the work was reimbursed for in whole or in part with federal funds or was otherwise related to a federal grant program. The Airline, upon request by either, shall make such books and records available for examination and copying in Denver.

**C.** In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Airline which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Airline further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

**21. FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, the Airline shall comply with the Standard Federal Assurances identified in ***Appendix A*** and incorporated herein by reference. The City represents and warrants that, at the time of drafting, this Agreement is in compliance with the Incentive Program, and the incentives provided hereunder, including the Incentive Program, conform with FAA Policy Regarding Air Carrier Incentives. If the FAA determines this Agreement or the Incentive Program violates the City's grant assurance obligations other federal contractual requirements, Airline shall reimburse or compensate the City the amounts that would be owed to the City.

**22. NOTICES:**

**A. Formal Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices shall be made as follows:

By Airline to:	Chief Executive Officer
	Airport Office Building, 9 <sup>th</sup> Floor
	Denver International Airport
	8500 Peña Boulevard
	Denver, Colorado 80249

By City to:

United Airlines, Inc.  
233 S. Wacker Dr.  
HDQOU  
Chicago, IL 60606  
Attn: CRE Lease Administrator  
Email: LeaseAdmin-CRE@united.com

**B. Delivery.** Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either Party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**C. Informal Correspondence.** Other, non-essential notices (such as day-to-day correspondence) may be sent via email to the Project Manager.

**23. NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under the Agreement, the Airline may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, national origin, ethnicity, citizenship immigration status, gender, age, sexual orientation, gender variance, gender identity, gender expression, marital status, military status, source of income, protective hairstyle and/or physical and mental disability.. The Airline shall insert the foregoing provision in all subcontracts.

**24. DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures.

The determination resulting from said administrative hearing shall be final, subject only to the Airline's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**25. GOVERNING LAW AND VENUE:**

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

**26. TAXES AND COSTS:**

Airline shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**27. FORCE MAJEURE:**

The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, future epidemics or pandemics, the existence of which is unknown to the Parties at the time of execution of this Agreement or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes. When reasonable actions to mitigate or prevent further delays have taken place, flight services not operated due to an Event of Force Majeure shall be deemed operated for the purpose of calculating the frequency of service.

**28. AUTHORITY TO BIND:**

Airline has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

**29. ENTIRE AGREEMENT:**

The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

**30. ORDER OF PRECEDENCE**

In the event of an irreconcilable conflict between a provision of Section 1 through 31 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix A

Section 1 through Section 31 hereof

Exhibit A

Exhibit B

Exhibit C

**31. EXECUTION; ELECTRONIC SIGNATURES-COUNTERPARTS AND RECORDS:**

This Agreement is expressly subject to and shall become effective upon execution of all signatories of the City and if required, the approval of Denver City Council. This Agreement may

be executed electronically, and in two (2) or more counterparts, each of which shall be deemed an original of this Agreement but all of which together shall constitute one and the same, and it may be signed electronically by either Party in the manner specified by the City. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**END OF AGREEMENT**

**APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW**

## **APPENDIX A**

### **STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION**

NOTE: As used below the term "contractor" shall mean and include the Airline, and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

#### **NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Airline assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.



**Contract Control Number:** PLANE-202473314-00  
**Contractor Name:** United Airlines, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL** **CITY AND COUNTY OF DENVER:**

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

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

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

**Contract Control Number:** PLANE-202473314-00  
**Contractor Name:** United Airlines, Inc.

By: 

DocuSigned by:

*Frances Levar*

004B92E3AD634C2...

Name: Frances Levar  
(please print)

Title: Managing Director, Airport Affairs  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Exhibit A**

### **Denver International Airport 2024 Air Carrier Incentive Program**

**Overview:** To increase nonstop scheduled air service and passenger traffic at Denver International Airport (DEN) and to sustain this service over the long term.

#### **General Guidelines**

- Promotional Benefits are offered to any eligible air carrier announcing scheduled nonstop passenger service to an eligible market between Jan. 1 – Dec. 31, 2024.
- Markets, both domestic and international, are considered served as soon as service is publicly announced and/or loaded into schedules, whichever occurs first.
- Charter operations, including operators under Parts 121, 135 and 380, are not eligible.
- Markets that fall under the Essential Air Service (EAS) program are not eligible.
- All conditions for receiving the Promotional Benefits will be documented in a legal agreement between the City & County of Denver (City) and the eligible air carrier. This legal agreement is subject to final approval by the appropriate officials at the City.
- If the eligible air carrier does not meet the minimum service requirements, then all operational credits provided to the air carrier shall be refunded to the City, and all reimbursements to the air carrier for marketing activities shall be refunded to the City.
- Total incentive funds available are limited and may expire during this period.
- DEN Air Carrier Incentive Program is subject to change; any changes will be posted at least 30 days in advance of the implementation of such changes.

#### **Eligible Air Carriers**

1. A new air carrier (New Entrant Carrier) is eligible for Promotional Benefits.
2. A New Entrant is defined as an air carrier that has not operated any scheduled domestic or international passenger air service at DEN in the most recent 24 months.
3. An incumbent air carrier (Incumbent Carrier) is eligible for Promotional Benefits.
4. If the New Entrant Carrier can reasonably be considered a replacement for existing service, the air carrier is considered an Incumbent Carrier.
5. Immunized joint venture partner carriers will be considered as a single carrier for the purposes of determining net frequency/capacity changes.
6. A New Entrant Carrier is only eligible for one incentive type at a time.
7. An Incumbent Carrier is only eligible for one incentive per destination at a time.
8. An Incumbent Carrier cannot receive an incentive while still receiving a New Entrant Carrier incentive.

#### **Eligible Domestic Markets**

1. Domestic Markets are defined as any market in the 50 U.S. states, Puerto Rico and the U.S. Virgin Islands.
2. An Unserved Domestic Market is defined as any Domestic Market that has not had scheduled nonstop service from DEN in the most recent 24 months.
3. Unserved Domestic Markets in the Lower 48 U.S. states are eligible for Promotional Benefits.

4. If the Unserved Domestic Market in the Lower 48 U.S. states is operated by an Incumbent Carrier, service must be operated at a minimum of 5 days per week (annualized at 260 days per year).
5. If the Unserved Domestic Market in the Lower 48 U.S. states is operated by a New Entrant Carrier, service must be operated at a minimum of 2 days per week (annualized at 104 days per year).
6. Unserved Domestic Markets in Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are eligible for Promotional Benefits by both New Entrant Carriers and Incumbent Carriers if service is operated at a minimum of 2 days per week (annualized at 104 days per year).
7. Served Domestic Markets in Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are eligible for Promotional Benefits if the eligible air carrier's new service results in a minimum of a 50% increase in frequency in service from DEN to the market without any corresponding reduction in capacity.
8. Served Domestic Markets in the Lower 48 U.S. states are only eligible for Promotional Benefits as part of a New Entrant Carrier incentive.

#### **Eligible International Markets**

1. International Markets are defined as any market that is not in the 50 U.S. states, Puerto Rico or the U.S. Virgin Islands.
2. An Unserved International Market is defined as any international market that has not had scheduled nonstop service from DEN in the most recent 12 months.
3. Unserved International Markets are eligible for Promotional Benefits.
4. Served International Markets are eligible for Promotional Benefits if the eligible air carrier's new service results in a minimum of a 50% increase in frequency of service from DEN to the market without any corresponding reduction in capacity.
5. For the purposes of the table defining incentive levels, countries are assigned to regions based on the International Air Transport Association (IATA) definitions.
6. Mexico Leisure Destinations are defined as the following: Acapulco (ACA), Cancun (CUN), Cozumel (CZM), Huatulco (HUX), Ixtapa/Zihuatanejo (ZIH), Mazatlan (MZT), Puerto Escondido (PXM), Puerto Vallarta (PVR), San Jose del Cabo (SJD) and Tulum (TQO).

#### **Promotional Benefits**

The Promotional Benefits available include an Operational Incentive and a Marketing Incentive. All Promotional Benefits are prorated on an annual basis. The eligible air carrier can choose to take Promotional Benefits solely through the Operating Incentive, solely through the Marketing Incentive, or a combination of both the Operating Incentive and the Marketing Incentive.

1. Operational Incentive.
  - a. Operational Incentives are administered through credits.
  - b. Operational Incentives available to air carriers may include, but are not limited to, landing fees, rental fees and gate fees.
  - c. The credits will not exceed the costs that would otherwise be charged by DEN to the air carrier associated with operating the eligible route.
  - d. The credits for a frequency increase will not exceed the costs that would otherwise be charged by DEN to the air carrier associated with operating the increased frequencies.
2. Marketing Incentive.
  - a. The air carrier will develop a marketing plan that must be approved by DEN.

- b. The marketing plan must promote public and industry awareness of the new service offered by the air carrier at DEN to must promote travel to/from/through DEN.
- c. The air carrier is responsible for executing the marketing plan, including making all payments to any third parties.
- d. Upon receipt of invoices from the air carrier, DEN will reimburse the air carrier for expenses related to the execution of the approved marketing plan.
- e. Air carrier is required to provide documentation the marketing services were provided and proof of payment by air carrier to third parties for DEN to provide reimbursement to the air carrier.
- f. An initial draft of the marketing plan must be submitted to DEN within 60 days of air carrier's notification to DEN that the air carrier intends to take the Marketing Incentive. If the air carrier does not provide a draft marketing plan within this 60-day period, the City is not obligated to enter negotiations.

### **Promotional Period**

The Promotional Period is defined as the first consecutive 12 or 24 months immediately following the initiation of eligible new service.

1. The 12-month Promotional Period applies to the following:
  - a. New Entrant Carrier announcing nonstop service solely to an eligible market (or markets) that is already served nonstop from DEN.
  - b. In the case of a New Entrant Carrier announcing service to both an eligible served market and an eligible unserved market at the same time, the eligible served market falls under the 12-month promotional period.
  - c. Incumbent Carrier announcing nonstop service solely to an eligible market (or markets) that is already served nonstop from DEN (defined as a Frequency Increase).
  - d. All Frequency Increase incentives.
2. The 24-month Promotional Period applies to the following:
  - a. New Entrant Carrier announcing nonstop service solely to an eligible market (or markets) that is not served nonstop from DEN.
  - b. In the case of a New Entrant Carrier announcing service to both an eligible served market and an eligible unserved market at the same time, the eligible unserved market falls under the 24-month promotional period.
  - c. Incumbent Carrier announcing nonstop service solely to an eligible market (or markets) that is not served nonstop from DEN.

### **Frequency Increase Guidelines & Calculation**

1. The Frequency Increase must be an increase of at least fifty percent (50%) over the immediately preceding 12-month period without any corresponding reduction in capacity.
2. The calculation of a Frequency Increase is required to fall under one of the following three 12-month periods:
  - a. Calendar year
  - b. One year beginning with the start of IATA Summer Season
  - c. One year beginning with the start of IATA Winter Season

3. The previous annual frequency is calculated using all flight departures from DEN to the eligible market.
4. A sample Frequency Increase table is included below.

<b>Previous Annual Frequency from DEN to Eligible Market</b>	<b>Minimum Incremental Frequency Required by Eligible Carrier from DEN</b>
100 annual departures Jan. 1 – Dec. 31, 2023	50 annual departures Jan. 1 – Dec. 31, 2024

#### **Minimum Service Period and Minimum Service Level**

1. For service that qualifies for the 12-month Promotional Period, service must operate during the 12 consecutive months following service inauguration and must still be operating one year after service inauguration.
2. For service that qualifies for the 24-month Promotional Period, service must operate during the 24 consecutive months following service inauguration and must still be operating two years after service inauguration.
3. In cases where the Promotional Benefits are not based on a minimum Frequency Increase, air carrier may adjust the frequency of service during the Promotional Period; however, the air carrier shall not decrease the frequency of service to less than sixty-six percent (66%) of the initial amount of published service, the calculation of which will be averaged over the course of 12-month periods.
4. In cases where the Promotional Benefits are based on a minimum Frequency Increase, the only adjustments permitted are for irregular operations.

#### **Primary Air Carrier**

The Primary Air Carrier is defined as the marketing carrier for the eligible service. The City will enter into legal agreements with only the Primary Air Carrier, except in cases which the Primary Air Carrier grants permission to the City to enter into a legal agreement with the operating carrier.

#### **Notice of Intent**

An air carrier must notify DEN within 60 days of air carrier's public announcement of eligible service of the intention to enter into a legal agreement for Promotional Benefits with the City. If the air carrier does not provide such notification within 60 days, the City is not obligated to enter negotiations.

#### **Signed Agreement Requirement**

An eligible air carrier must sign the legal agreement within 60 days of receipt from the City. If the air carrier does not sign the legal agreement within 60 days, the City reserves the right to end negotiations.



DENVER INTERNATIONAL AIRPORT 2024

# AIR CARRIER INCENTIVE PROGRAM

INTERNATIONAL DESTINATIONS						
Unserved International Destination	New Entrant Carrier			Incumbent Carrier		
	10-19 / WEEKLY SERVICE	20-49 / WEEKLY SERVICE	50+ / WEEKLY SERVICE	10-19 / WEEKLY SERVICE	20-49 / WEEKLY SERVICE	50+ / WEEKLY SERVICE
Africa	\$8M	\$6M	\$4M	\$6M	\$3M	\$2M
Asia & Australasia	\$7M	\$5M	\$3M	\$5M	\$2M	\$1.5M
Europe, Middle East & South America	\$6M	\$4M	\$2M	\$4M	\$1.5M	\$1M
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	\$3M	\$1.5M	\$1M	\$1M	\$450K	\$300K
Mexico Leisure Destinations	\$1M	\$750K	\$500K	\$250K	\$200K	\$150K
Served International Destination (Frequency Increase)	New Entrant Carrier			Incumbent Carrier		
Africa	Up to \$4M			Up to \$2M		
Asia & Australasia	Up to \$3M			Up to \$1M		
Europe, Middle East & South America	Up to \$2M			Up to \$450K		
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	Up to \$1M			Up to \$250K		
Mexico Leisure Destinations	Up to \$500K			Up to \$100K		

DOMESTIC DESTINATIONS				
Unserved Domestic Destination	New Entrant Carrier		Incumbent Carrier	
	10-19 / WEEKLY SERVICE	20-49 / WEEKLY SERVICE	10-19 / WEEKLY SERVICE	20-49 / WEEKLY SERVICE
Lower 48 U.S. States	\$1M	\$750K	\$300K	N/A
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	\$1.5M	\$1M	\$450K	\$100K
Served Domestic Destination (Frequency Increase)	New Entrant Carrier		Incumbent Carrier	
Lower 48 U.S. States	Up to \$1M		N/A	
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	Up to \$1.5M		Up to \$250K	

For served markets, new service must represent a frequency increase of at least 50% without any corresponding reduction in capacity



**EXHIBIT B**

**Denver International Airport Air Carrier Incentive Program  
Operational Incentive Tracking Template**

**Airline: United****Route: Winnipeg (YWG)****Agreement Number: 202473314****Amount: \$1,000,000.00****Incentive Period Start Date (Service Start Date): May 23, 2024****Incentive Period End Date: May 22, 2026****Frequency Required per Agreement: 365 annual departures in Year 1 and Year 2**

Monthly Statistics							
Period	Year	Month	Number of Monthly Departures	Number of Monthly Landings	Total Monthly Landed Weight	Total Monthly Enplaned Passengers	Total Monthly Deplaned Passengers
1	2024	May 23 - 31					
2	2024	June					
3	2024	July					
4	2024	August					
5	2024	September					
6	2024	October					
7	2024	November					
8	2024	December					
9	2025	January					
10	2025	February					
11	2025	March					
12	2025	April					
13	2025	May					
14	2025	June					
15	2025	July					
16	2025	August					
17	2025	September					
18	2025	October					
19	2025	November					
20	2025	December					
21	2026	January					
22	2026	February					
23	2026	March					
24	2026	April					
25	2026	May 1 - 22					
<b>Total</b>							

Data to be submitted monthly to [AviationStatistics@flydenver.com](mailto:AviationStatistics@flydenver.com), [Alan.Waseleski@flydenver.com](mailto:Alan.Waseleski@flydenver.com) and [Pam.Reichert@flydenver.com](mailto:Pam.Reichert@flydenver.com)



Exhibit C - Scope of Services

Media Plan:

The Airline shall manage the execution of the media spend with its media agency for the campaign.

United Airlines	
Region	Primary: Denver
Campaign Name	Co-Op Winnipeg
Flighting	7/15/24 - 9/9/24
Total Campaign Spend	\$330,000

2024 Co-Op Winnipeg Campaign						
	eCPM	Impressions	Media Spend	Ad Serving + Verification+M1	Production	Campaign Total
Digital Display	\$5.38	35,828,380	\$192,625.74	\$5,374	N/A	\$ 198,000.00
Paid Social	\$7.72	17,093,812	\$132,000.00		N/A	\$ 132,000.00
Media Total	\$6.13	52,922,192	\$324,626	\$5,374	\$0	\$330,000.00

Production: The Airline will manage production costs of creative assets for the campaign.

**Marketing Plan**

United Co-Op:  
**Denver to Winnipeg / DENYWG**  
R6 Creative



# CAMPAIGN DETAILS

## DENYWG



Campaign Details

PRIMARY OBJECTIVE

Drive Awareness and Consideration of travel to  
Winnipeg via United Airlines' nonstop service  
from DEN to YWG.

BUDGET

\$700,000 (over 2 years)

MARKET / AUDIENCE

DEN / 'All Potential Flyers'

CAMPAIGN FLIGHT

July 15, 2024 - September 9, 2024 (8 weeks)

CREATIVE DELIVERY

July 1



# IG / Meta – Upper Funnel





IG / Meta



THIS STORY BEGINS V1A - UPDATED 6/17

Post Copy:

However you play it, you'll take home a win. United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

THIS STORY BEGINS WITH A NONSTOP FLIGHT  
FROM DENVER, COLORADO  
TO WINNIPEG, MANITOBA  
REACH NEW HEIGHTS  
GET A FEW BITES  
AND EVEN CATCH THE NORTHERN LIGHTS  
FLY UNITED NONSTOP FROM DENVER TO  
WINNIPEG, CANADA

Headline:

Nonstop to Winnipeg



IG / Meta



THIS STORY BEGINS V1B - UPDATED 6/17

Post Copy:

However you play it, you'll take home a win. United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

THIS STORY BEGINS WITH A NONSTOP FLIGHT  
FROM DENVER, COLORADO  
TO WINNIPEG, MANITOBA  
REACH NEW HEIGHTS  
GET A FEW BITES  
AND EVEN CATCH THE NORTHERN LIGHTS  
FLY UNITED NONSTOP FROM DENVER TO  
WINNIPEG, CANADA

Headline:

Nonstop to Winnipeg





IG / Meta



CAST A LINE V2A - UPDATED 6/17

Post Copy:

One trip, and you'll be hooked. 🇺🇸 United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

CATCH A FLIGHT.

CAST A LINE.

Fly nonstop from Denver to to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg





IG / Meta



CAST A LINE V2B - UPDATED 6/17

Post Copy:

One trip, and you'll be hooked. 🇺🇸 United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

CATCH A FLIGHT.

CAST A LINE.

Fly nonstop from Denver to to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg



IG / Meta



NORTHERN LIGHTS V3A - UPDATED 6/17

Post Copy:

Get a front-row seat to best show in the sky. United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

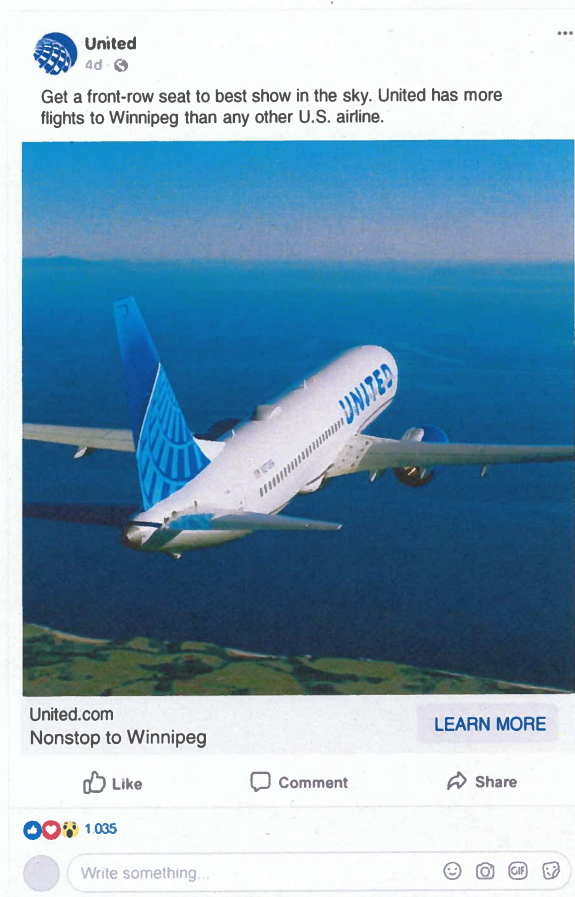
NONSTOP FLIGHTS.

NORTHERN LIGHTS.

Fly nonstop from Denver to to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg





IG / Meta



NORTHERN LIGHTS V3B - UPDATED 6/17

Post Copy:

Get a front-row seat to best show in the sky. United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

NONSTOP FLIGHTS.

NORTHERN LIGHTS.

Fly nonstop from Denver to to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg



IG / Meta



WINNPEG FOR THE WIN V4A - UPDATED 6/17

Post Copy:

It's a win-win. 🏆 United is the only airline with nonstop flights from Denver to Winnipeg.

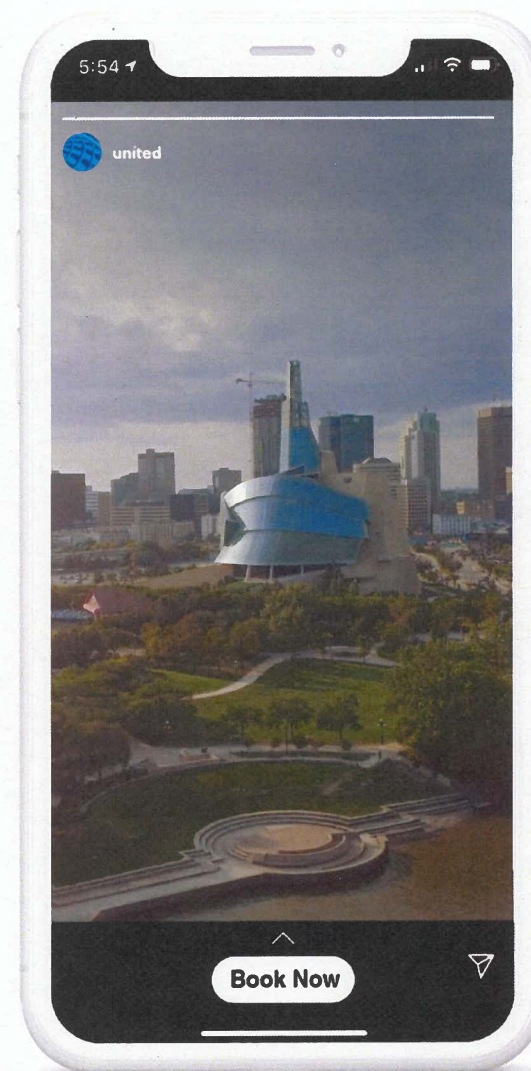
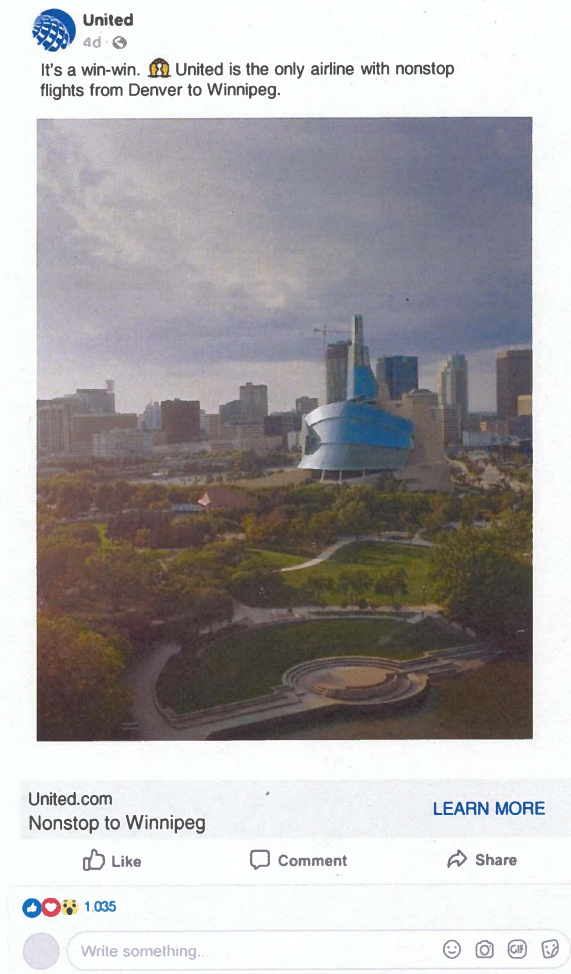
Video overlay:

WINNPEG  
FOR THE WIN

Fly nonstop from Denver to to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg





IG / Meta



WINNPEG FOR THE WIN V4B - UPDATED 6/17

Post Copy:

It's a win-win. 🏆 United is the only airline with nonstop flights from Denver to Winnipeg.

Video overlay:

WINNPEG  
FOR THE WIN

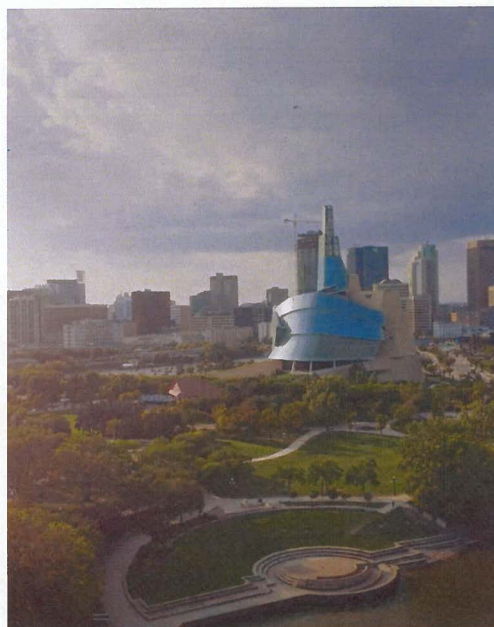
Fly nonstop from Denver to to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg



It's a win-win. 🏆 United is the only airline with nonstop flights from Denver to Winnipeg.



United.com  
Nonstop to Winnipeg

[LEARN MORE](#)

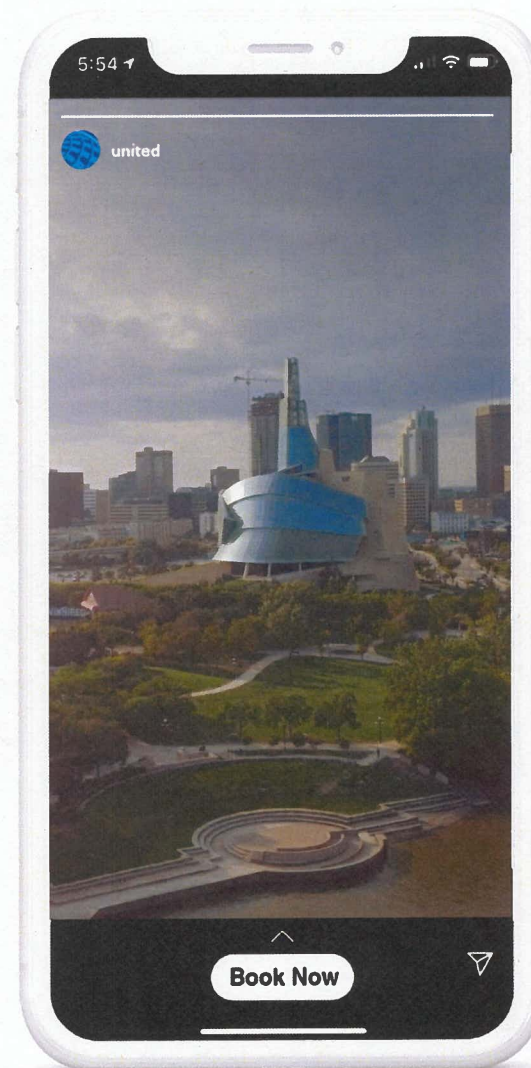
Like

Comment

Share

1,035

Write something...



# IG/Meta – Lower Funnel



IG / Meta – 1x1



## WINNPEG FOR THE WIN – UPDATED 6/17

Post Copy:

It's a win-win. 🏆 United is the only airline with nonstop flights from Denver to Winnipeg.

Video overlay:

WINNPEG

FOR THE WIN

Fly nonstop from Denver to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg



United Airlines, Inc.  
YWG Marketing and Operational Incentive Agreement  
Contract No. 202473314-00

The image shows a Facebook post from the United Airlines page. The post features a vibrant image of the Winnipeg skyline at dusk, with the city lights reflecting on the water. The text of the post reads: "WINNipeg FOR THE WIN. Fly nonstop from Denver to Winnipeg, Canada." Below the image, there are logos for United Airlines and Denver International Airport (DEN). The post includes a link to "United.com Nonstop to Winnipeg" and a "LEARN MORE" button. At the bottom, there are interaction buttons for "Like", "Comment", and "Share", along with a "Write something..." comment box. The post has 1,035 reactions.

IG / Meta – 1x1



## NORTHERN LIGHTS - UPDATED 6/17

Post Copy:

Get a front-row seat to best show in the sky. United has more flights to Winnipeg than any other U.S. airline.

Video overlay:

NONSTOP FLIGHTS.  
NORTHERN LIGHTS.

Fly nonstop from Denver to Winnipeg, Canada.

Headline:

Nonstop to Winnipeg



United Airlines, Inc.  
YWG Marketing and Operational Incentive Agreement  
Contract No. 202473314-00





# Display: Banners



Banners



Banners



**Banners**



Banners



United Airlines, Inc.  
YWG Marketing and Operational Incentive Agreement  
Contract No. 202473314-00

Exh. C  
Page 21 of 31

**Banners**



**Banners**





Banners





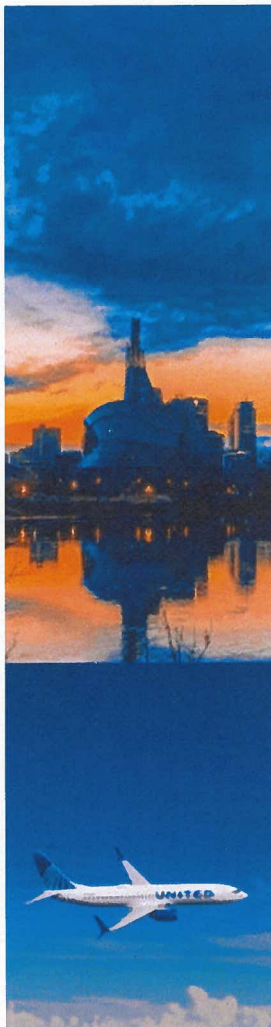
Banners



United Airlines, Inc.  
YWG Marketing and Operational Incentive Agreement  
Contract No. 202473314-00

Exh. C  
Page 25 of 31

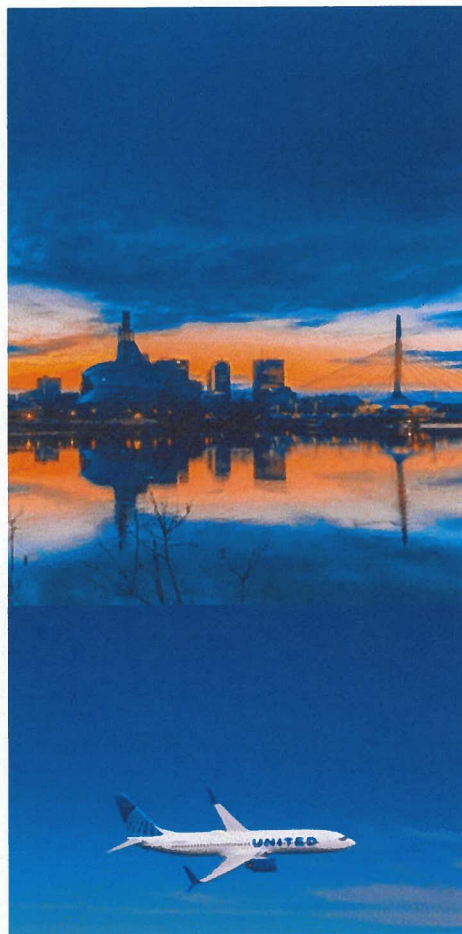
Banners



**Banners**



Banners



Banners



**Banners**





Banners

