

AGREEMENT FOR MARKETING INCENTIVES

THIS AGREEMENT is made and entered as of the date indicated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a Colorado municipal corporation, and **WESTJET**, a foreign partnership existing under and by virtue of the laws of the country of Alberta, Canada and authorized to do business in the State of Colorado (the "**Airline**") (collectively referred to herein as the "**Parties**").

W I T N E S S E T H

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

WHEREAS, the Airline will initiate new, non-stop, regular passenger service between Calgary International Airport ("**YYC**") and **DEN**, on or about March 8, 2018; and

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

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

WHEREAS, the Airline is ready, willing and able to provide the professional 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 her 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. 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 Air Service Incentive Program, as explained in the attached **Exhibit A**. The Airline shall provide to the City a comprehensive marketing strategy in writing (attached hereto as **Exhibit B** "**Scope of Services**"), and that upon approval of

the Scope of Services by the City, and approval by the City of the amount or amounts to be paid by the City for the publications, events, materials, advertising campaigns, marketing programs, and advertisements, the Airline will promptly undertake, perform and furnish the services hereinafter described in this Agreement 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 Airline at DEN, in a manner consistent with advertising norms and customs in the United States.
- B. Development of support materials promoting the benefits of DEN to targeted travelers in specific markets selected by 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 campaign, promotional events, advertising, and marketing program consistent with the requirements of this Agreement, and 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 Campaign: 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 an advertising campaign related to the new service planned at DEN. This campaign should include, but is 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. 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.

E. Use of Funds: All funds provided under this Agreement must go directly toward production of materials and/or placement of marketing for the DEN to YYC service. 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. **COMPENSATION AND FEES:**

A. Compensation for Services: The City agrees to pay to the Airline, 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, to reimburse the Airline for certain costs incurred in undertaking the development of the campaign or promotional event, placing and publishing advertising, and developing a marketing program, consistent with the requirements of this Agreement. All such sums shall be paid subject to these provisions and to the refund and surety provisions of Section 8 of this Agreement.

B. Pro rata Compensation: In the event the frequency of service is adjusted by Airline during the Term of the Agreement, the compensation stated herein will be adjusted accordingly, provided the service is not discontinued or reduced to less than fifty percent (50%) of the amount of scheduled service provided in Paragraph 6A of this Agreement.

C. Invoices: The Airline shall submit invoices for payment, 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 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/the relevant foreign currency mid-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 in connection with any invoice submitted by the Airline for payment under this Agreement.

5. **PAYMENT FOR PARTIAL SERVICES:** If the Agreement is terminated without cause pursuant to paragraph 8A, 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 and services which have been incurred and rendered prior to termination, but have not been approved for payment at the time of termination. The reasonable value of any such subsequent billed cost or service shall be determined in the sole discretion of the CEO of Aviation. If upon termination any amounts are due and owing to Airline under this Agreement, Airline agrees that the City shall be entitled to offset amounts due and owing to Airline under this Agreement against any amounts due and owing from Airline for landing fees under the Landing Fees Incentive Agreement.

6. **MAXIMUM CONTRACT LIABILITY:**

A. Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **One Million Dollars and No Cents (\$1,000,000.00)**, based upon the number of flights operated per week, which amounts are prorated amounts of the total marketing incentive available for weekly service of five days per week for a full twelve months.

The current published schedule is seven departures per week, which amounts to a total of three hundred and sixty-five (365) departures over a twelve-month period. The Airline shall not decrease the frequency of service to less than fifty percent (50%) of the initial amount of published service, the calculation of which will be averaged over the course of a twelve-month period. If the Airline does not provide non-stop service between YYC and DEN at a minimum of fifty percent (50%) of the frequency set forth in this Paragraph 6.A for a period of twelve (12) consecutive months immediately following the commencement of service, then the incentives shall terminate.

B. Payment under this Agreement shall be paid from the City's Airport System Capital Improvement and Replacement Fund. The City has no obligation to make payments 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 Liability above.

7. **TERM:** The term of this Agreement shall **commence on January 1, 2018** and shall terminate on **March 7, 2019**, unless sooner terminated as provided for herein.

8. **TERMINATION; REFUND OF PAYMENTS:**

A. Termination: Either party may cancel and terminate this Agreement without cause by giving not less than thirty (30) days prior written notice to the other party, and may cancel and terminate this Agreement with cause by giving not less than ten (10) days prior written notice to the other party. Any such notice shall state the effective date of such cancellation and termination. If the CEO elects to cancel or terminate the Agreement, immediately upon receipt of the notice, the Airline shall cease all further work, take all reasonable and necessary steps or procedures to curtail and hold additional cost occurrence to a minimum, and commence an orderly termination of the Agreement.

B. Refund of Payments: 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 YYC and DEN at a minimum of fifty percent (50%) of the frequency set forth in Paragraph 6A, above, for a period of twelve (12) consecutive months immediately following the commencement of service, then all amounts paid to the Airline by the City under this Agreement shall be refunded to the City within 30 days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

9. **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 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.

10. **ADVERTISING AND PUBLIC DISCLOSURES:** The Airline shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO of Aviation. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data that have been accepted by the City. The CEO shall be notified at least seven (7) days in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO of Aviation, any member or members of City Council, and the Auditor.

11. **COORDINATION AND LIAISON:** The Airline agrees that during the term of this Agreement it shall fully coordinate all services with the Director.

12. **STATUS OF AIRLINE:** The Airline acknowledges and agrees that it has executed an Airport Use and Facilities Lease Agreement (the "Existing Agreement") at least 60 days prior to the commencement of the service and that the Airline has become a Signatory Airline as defined in DEN's Rules and Regulations. This Agreement is expressly subject to all of the terms and conditions set forth in the Existing Agreement. 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 Charter of the City, and it is not intended nor shall it be construed that the Airline, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

13. **AIRLINE'S INSURANCE:** The Airline agrees to insure its operations in accordance with the terms of the Existing Agreement.

14. **NO THIRD PARTY BENEFICIARIES:** The 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 Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Airline that subconsultants and any other person other than the City or the Airline receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

15. **ASSIGNMENT:** The Airline covenants and agrees that it will not assign or transfer its rights hereunder. Any attempt by the Airline to assign or transfer its rights hereunder shall automatically terminate this Agreement and all rights of the Airline hereunder.

16. **EXAMINATION OF RECORDS:** The Airline agrees that, until the expiration of three (3) years after the final payment under this Agreement, the CEO and City Auditor or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Airline involving transactions related to work performed under this Agreement. The Airline, upon request by either, shall make such books and records available for examination and copying in Denver.

17. **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 Denver International Airport. The provisions of the attached Appendix No. 1 are incorporated herein by reference.

18. **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, 9th Floor
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

By City to: WestJet
Attn: Dan Mesaros
22 Aerial Place NE
Calgary, Alberta T2E3J1

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. or Canadian 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.

19. **NON-DISCRIMINATION:** In connection with the performance of work under this Agreement, Airline agrees not to refuse to hire, nor to discharge, promote or demote, nor to otherwise discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Airline further agrees to insert the foregoing provision in all subcontracts hereunder.

20. **DISPUTES:** It is agreed and understood by the parties hereto that disputes arising under or related to this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the right of the parties to appeal the determination under Colorado Rule of Civil Procedure 106.

21. **AGREEMENT MADE IN COLORADO; VENUE:** This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising hereunder shall be in Denver, Colorado.

22. **PROMPT PAYMENT:** Payments under this Agreement will be made to the Airline in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et seq., Denver Revised Municipal Code, subject to the Maximum Contract Liability set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Airline in accordance with the provision of this Agreement and that have been audited and approved by the City. The Airline agrees that interest and late fees shall be payable by the City hereunder only to the extent

authorized and provided for in the City's Prompt Payment Ordinance. For any subcontractor or subconsultant engaged by Airline under this Agreement, the Airline is subject to Section 20-112, D.R.M.C., requiring the Airline to pay its subconsultants in a timely fashion. A payment is timely if it is mailed to the subconsultant no later than seven days after receipt of any payment from City.

23. **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.

24. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, 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.

**END OF DOCUMENT
APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW**

APPENDIX NO. 1

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, 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.

9. 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, 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:

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:

By _____

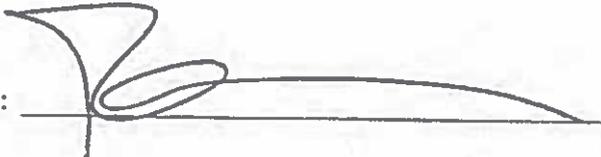
By _____

By _____



Contract Control Number: PLANE-201738749-00

Contractor Name: WESTJET

By: 

Name: Richard Parkren
(please print)

Title: Vice President, marketing communications
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

Air Service Incentive Program

Goal: To increase nonstop scheduled air service and passenger traffic at Denver International Airport, and to sustain this service over the long-term.

- Promotional benefits offered to any air carrier announcing or initiating qualifying scheduled passenger service between Sept. 1, 2017, and Aug. 31, 2018 (one year period)
- A carrier is eligible for a maximum of two incentivized markets during the aforementioned period

Promotional Period

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

Qualifying Criteria

- Carriers must offer daily nonstop scheduled passenger service from Denver International Airport to the eligible market; if service is less than five times weekly, the marketing incentive benefit will be prorated accordingly (operational incentive is not prorated)
- The carrier must provide the service for 24 consecutive months; seasonal service is also eligible; if service is seasonal the marketing incentive benefit will be prorated accordingly (operational incentive is not prorated)
- Charter operations, including operators under Parts 121, 135 and 380, are not eligible
- All conditions for receiving the benefits will be documented in a contract between the City and County of Denver and the qualifying carrier which is subject to final approval by the appropriate officials at the City and County of Denver
- If the carrier does not meet the minimum schedule level (defined below) for a period of 12 or 24 consecutive months immediately following the initiation of the route then all amounts paid by the City and County of Denver for marketing activities shall be refunded to the City and County of Denver, and all refunds credited to the carrier shall be refunded to the City and County of Denver

Promotional Incentive

DENVER INTERNATIONAL AIRPORT AIR SERVICE INCENTIVE PROGRAM						
DOMESTIC AIR SERVICE INCENTIVE						
	REFUND PER ENPLANEMENT	MARKETING FUNDS			MAXIMUM INCENTIVE	
Unserviced Destination	\$5 <small>\$250K maximum over 2 years</small>	\$250K			\$500K	
New Entrant	NONE	\$500K			\$500K	
INTERNATIONAL AIR SERVICE INCENTIVE						
	REFUND PER ENPLANEMENT	MARKETING FUNDS				MAXIMUM INCENTIVE
North & Central America <small>- Canada, Caribbean, Central America, Mexico</small>	\$20 <small>\$1M maximum over 2 years</small>	\$1M <small>5-7+ weekly frequencies</small>	\$500K <small>3-4 weekly frequencies</small>	\$100K <small>1-2 weekly frequencies</small>	\$25K <small><1 weekly frequency</small>	\$2M
South America, Europe, Asia, Middle East, Africa, Oceania	\$30 <small>\$4M maximum over 2 years</small>	\$2M <small>5-7+ weekly frequencies</small>	\$1M <small>3-4 weekly frequencies</small>	\$500K <small>1-2 weekly frequencies</small>	\$250K <small><1 weekly frequency</small>	\$6M

Program is in effect for airlines announcing eligible service between Sept. 1, 2017, and Aug. 31, 2018.

The Promotional Incentive includes an operational incentive and a marketing incentive; incentive amounts are outlined in this [GRAPHIC](#).

Operational Incentive

- The operational incentive is administered by the City & County of Denver, Department of Aviation
- Operational incentives are administered through credits
- Operational incentive available to carriers:
 - Refund per enplaned passenger
- The refund per enplanement cannot exceed the carrier's cost to operate at DEN
- The carrier will report enplanement numbers to DEN monthly at the same time as the carrier reports total passengers numbers to DEN

Marketing Incentive:

- The marketing incentive is administered by the City & County of Denver, Department of Aviation
- The carrier will develop a marketing plan that will be approved by the Department of Aviation Project Manager assigned to administer the contract
- The marketing plan will promote public and industry awareness of the new services offered by the carrier at Denver International Airport
- The Department of Aviation Project Manager is responsible for executing the marketing plan in cooperation with the carrier

Note: Carrier can choose to increase marketing incentive by decreasing the operational incentive; the maximum incentive remains the same.

Eligible Markets

Domestic

- Domestic markets without scheduled or charter passenger service are eligible (unserved by scheduled or charter service as of Sept. 1, 2017)
- Domestic markets that are unserved from Denver but had nonstop scheduled or charter service from Denver within the one year prior to a carrier announcing new service are not eligible
- Domestic markets that fall under the federally subsidized Essential Air Service (EAS) program are not eligible
- A new domestic carrier (new entrant) can receive a marketing incentive even if the service they are providing is to a domestic market that is currently served nonstop from Denver; note that the new carrier incentive, if it is to a market that is currently served, is only eligible for an incentive for a period of one year (12 months);
- A new domestic carrier (new entrant) is not eligible for an incentive if the market(s) served are not deemed eligible markets, as described above

International

- All international markets are eligible including currently served markets; currently served international markets are only eligible for an incentive for a period of one year (12 months) and markets without nonstop service are eligible for an incentive for a period of two years (24 months)
- The carrier adding new service must not have operated service to the market (or a market within 100 miles) over the preceding 12-month period

Minimum Service Level

The carrier may adjust its frequency of service during the term of the agreement; however, the carrier shall not decrease the frequency of service to less than fifty percent (50%) of the initial amount of published service, the calculation of which will be averaged over the course of a year.

Primary Carrier

- The primary carrier is defined as the marketing carrier for the new service
- Denver International Airport will enter into incentive agreements with the primary carrier

Notice of Intent to Enter into Incentive Agreement

A carrier eligible for an incentive must notify Denver International Airport within 60 days of service announcement of the intention to take advantage of the incentive.

EXHIBIT B

2018 WESTJET DENVER

MEDIA RECOMMENDATION

MEDIA X EXPERTS

January 2018

CAMPAIGN PARAMETERS

BUDGET/TIMING/TARGET

CANADA POS:
\$273,000

DENVER POS:
\$117,000

January 25 - March 22

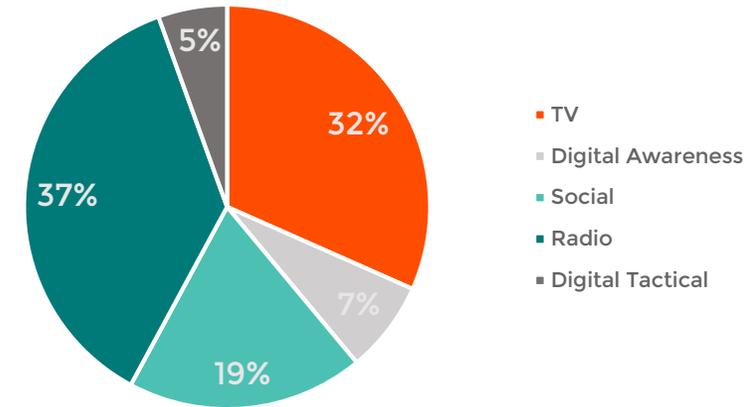
January 25 - March 22

PRIMARY MARKETS:
Calgary

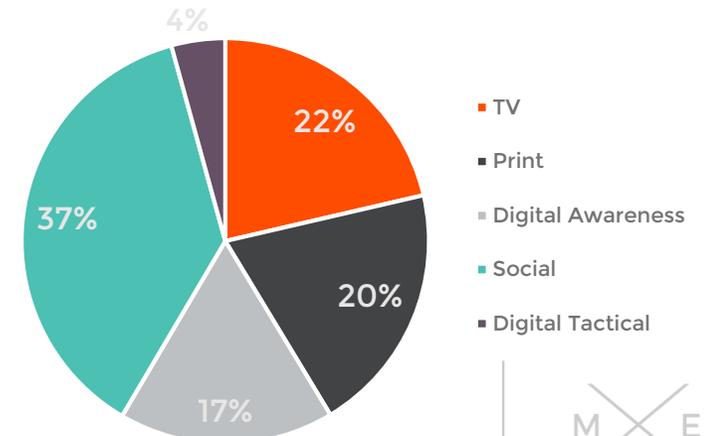
PRIMARY MARKETS:
Denver 100%

SECONDARY MARKETS:
Winnipeg, Edmonton & Vancouver

CANADA MEDIA MIX



DENVER MEDIA MIX



CAMPAIGN OBJECTIVE

To position WestJet as the airline of choice for air travel to Denver. Build awareness, sell seats and fill the planes.



STRATEGY: PERFORMANCE+

Enhance high reach and high performance placements with stand-out elements that create a little extra “oomph” to elevate the launch

MEDIA RECOMMENDATION

MEDIA X EXPERTS

REACHING OUT: TELEVISION



Tap into the wide reach power of broadcast with a strong destination message bound to resonate in a channel typically reserved for Brand and Product campaigns. Include top conventional programming.

Market: Calgary

Budget: \$86,400

Format: Closed Captioning

Timing: Feb 12 - Mar 11

Total Weight: 800 GRPs

Prime/Fringe Ratio: 70/30

BUILDING CONNECTIONS: TELEVISION

Break through in Denver with a focus on hockey - creating an immediate connection to Canada, and positioning WestJet in highly visible, PVR proof programming.

Market: Denver

Budget: \$25,000

Format: In-game Game Flow and Drop-Ins

Timing: Feb 14 - Mar 16

Content: 15x Avalanche Broadcasts



+AMPLIFYING THE LOVE

Leverage real world signals (TV and Game Schedules) to target on mobile



TV SYNC

COMPETITOR SPOTS
WESTJET SPOTS (BRAND/PRODUCT OR DENVER)

SPORTS SYNC

ARENAS & ENTERTAINMENT DISTRICTS
GAME TIME

Market: Calgary

Budget: \$20,000

Format: Mobile Ad Units

Timing: Feb 12 - Mar 11

Impressions: 1.54 Million

Market: Denver

Budget: \$10,000

Format: Mobile Ad Units

Timing: Feb 14 - Mar 16

Impressions: 770K

ADDING FREQUENCY: RADIO

Reach consumers as they consume their favourite audio content - on the road, at work and at home. Layer in specific sports content to align with mobile sync and leverage the popularity of the Calgary Flames

+ Promotional concert contesting opportunity with Virgin Radio (top ranked station for Calgarians travelling to the US for Business & Leisure)

Market: Calgary

Budget: \$100,000

Format: :30

Timing: Feb 12 - Mar 11

Total Weight: 800 GRPs



READING INTO IT: PRINT



Relevant positioning in one of Colorado's highest reaching media channels with a user base who loves to travel through the Denver Post

Market: Denver

Budget: \$23,400

Format: 1/2 Page

of Insertions: 6x

Daily Readership: 352 K

Timing: Jan. 29 - Feb. 11

+Website and email database used to complement and extend into some of the unduplicated audiences from print

Budget: \$10,000

Format: Standard Banner Ads

On-site Impressions: 500K

Email Database: 75K

Format: e-Blast

Timing: Jan. 29 - Feb. 11

SOCIAL

Create Demographic & Geographic profiles to segment Canada and Denver POS guests, layered with frequent travel behaviours AND destination specific interests

Retarget off video views

+ Test different optimization objectives in Facebook (awareness vs. clicks) to maximize returns and deliver for the greatest efficiencies against all objectives

Market: Calgary, Vancouver, Edmonton, Winnipeg

Impressions: 6.45 M

Timing: Jan 25 - Mar 22

Budget: \$51,600

Format: Video, Single Image Post Facebook & Instagram

Market: Denver

Impressions: 5.45 M

Timing: Jan 25 - Mar 22

Budget: \$43,600

Format: Video, Single Image Post Facebook & Instagram



BEHAVIOURS: IN-MARKET & RETARGETING

Max out retargeting segments based on WestJet Flight Searches

+While retargeting pool builds, include a layer of in-market intenders searching for flights, hotels, car rentals, vacation rentals

Market: Calgary, Vancouver, Edmonton, Winnipeg

Impressions: 1.875 M

Timing: Jan 25 - Mar 22

Budget: \$15,000

Format: Standard IAB Banners

Market: Denver

Impressions: 625 K

Timing: Jan 25 - Mar 22

Budget: \$5,000

Format: Standard IAB Banners



JANUARY

FEBRUARY

MARCH

CANADA POS	22	29	5	12	19	26	5	12	19	26	TOTAL
TELEVISION											\$86,400
RADIO											\$100,000
DIGITAL SYNC											\$20,000
SOCIAL											\$51,600
DIGITAL (TACTICAL)											\$15,000

TOTAL: \$273,000

DENVER POS	22	29	5	12	19	26	5	12	19	26	TOTAL
Television											\$25,000
DENVER POST (PRINT & DIGITAL)											\$33,400
DIGITAL SYNC											\$10,000
SOCIAL											\$43,600
DIGITAL (TACTICAL)											\$5,000

TOTAL: \$117,000

PHASE 2 CONSIDERATIONS

BUILDING ENGAGEMENT & TOP PERFORMERS

- ✓ Leverage audiences built in phase 1 to create lookalikes and expand retargeting
- ✓ Engagement-based rich media to deliver scale while helping to build out the “Why WestJet” story for the Denver audience just becoming familiar with WestJet supported by top performing digital tactics from phase 1
- ✓ Radio and optimized digital in Calgary market to reactivate consideration and drive bookings
- ✓ Continue to test and learn in social media for both markets, including updated targeting parameters and additional formats

THANK YOU

MEDIA X EXPERTS

WestJet & Denver Airport Co-op Marketing Plan 2018
ACTIVITY SCHEDULE



Target: Adults ages 35-64 years
Priority Markets: Calgary; **secondary markets:** Winnipeg, Edmonton and Vancouver
Timing: Phase 1: January 25-March 22, 2018, Phase 2: TBD

Strategy: In partnership with Denver Airport, promote WestJet's new daily non-stop service to Denver. Position WestJet as the airline of choice for both leisure and business travel to Denver. Build awareness (60%), sell seats and fill the planes (40%) tactical. Focus 70% POS Canada and 30% POS Denver in the first phase. Enhance high reach and high performance placements with stand-out elements that create a little extra "oomph" to elevate the launch.

MARKETING ACTIVITY*	2018												TOTAL COST	Denver Airport Contribution (Year 1)	Denver Airport Contribution (Year 2)	NOTES			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec							
CANADA POS																			
Television Format: Closed captioning, 800 GRPs, prime/fringe ratio: 70/30 Market: Calgary																\$ 86,400.00	\$ 86,400.00	\$ -	Timing TBD
Digital Sync Advertising Leverage real world signals (TV and Game schedules) to target on mobile TV Sync: competitor spots, WestJet spots (Brand/Product or Denver); Sports Sync: Arenas & Entertainment districts game time. Market: Calgary																\$ 20,000.00	\$ 20,000.00	\$ -	Timing TBD
Radio Advertising Reach consumers as they consume their favourite audio content - on the road, at work and at home. Layer in specific sports content to align with mobile sync and leverage the popularity of the Calgary Flames. Market: Calgary, Format: :30, 800 GRPs Note: promotional concert contesting opportunity with Virgin Radio (top rated station for Calgarians travelling to the US for business and leisure)																\$ 100,000.00	\$ 100,000.00	\$ -	Timing TBD
Social Advertising Create demographic and geographic profiles to segment target audience, layered with frequent travel behaviours and destination specific interests. Retarget off video views and test different optimization objectives in Facebook (awareness vs. clicks) to maximize returns and deliver for the greatest efficiencies against all objectives. Market: Calgary, Vancouver, Edmonton and Winnipeg Format: Video, single image post Facebook and Instagram.																\$ 51,600.00	\$ 51,600.00	\$ -	Timing TBD
Digital (tactical) Advertising Max out retargeting segments based on WestJet flight searches. While retargeting pool builds, include a layer of in-market intenders searching for flights, hotels, car rentals, vacation rentals. Market: Calgary, Vancouver, Edmonton and Winnipeg Format: Standard IAB Banners																\$ 15,000.00	\$ 15,000.00	\$ -	Timing TBD
DENVER POS																			
Television Format: In-game Game Flow and Drop-Ins, 15x Avalanche Broadcasts Market: Denver																\$ 25,000.00	\$ 25,000.00	\$ -	Timing TBD
Digital Sync Advertising Leverage real world signals (TV and Game schedules) to target on mobile TV Sync: competitor spots, WestJet spots (Brand/Product or Denver); Sports Sync: Arenas & Entertainment districts game time. Market: Denver																\$ 10,000.00	\$ 10,000.00	\$ -	Timing TBD
Print Advertising Relevant positioning in one of Colorado's highest reaching media channels with a user base who loves to travel through the Denver post. Website and email database used to complement and extend into some of the unduplicated audiences from print. Market: Denver Print Format: 1/2 page, 6 insertions Web: standard banner ads, email database e-blast 75K																\$ 33,400.00	\$ 33,400.00	\$ -	Timing TBD
Social Advertising Create demographic and geographic profiles to segment Denver POS, layered with frequent travel behaviours and destination specific interests. Retarget off video views and test different optimization objectives in Facebook (awareness vs. clicks) to maximize returns and deliver for the greatest efficiencies against all objectives. Market: Denver Format: Video, single image post Facebook and Instagram.																\$ 43,600.00	\$ 43,600.00	\$ -	Timing TBD
Digital (tactical) Advertising Max out retargeting segments based on WestJet flight searches. While retargeting pool builds, include a layer of in-market intenders searching for flights, hotels, car rentals, vacation rentals. Market: Denver Format: Standard IAB Banners																\$ 5,000.00	\$ 5,000.00	\$ -	Timing TBD
CORPORATE SALES																			
Corporate sales initiatives Separate plan provided by WestJet's Corporate Sales team																\$ 50,000.00	\$ 50,000.00	\$ -	\$50K CDN in the first year and \$50K CDN in the second year
INAGURAL CELEBRATIONS																			
Inaugural Celebrations WestJet's Sponsorship and XM team to lead this initiative																\$ 10,000.00	\$ 10,000.00	\$ -	\$10K CDN
PHASE TWO																			
Phase two Timing and tactics TBD																\$ 260,000.00	\$ 260,000.00	\$ -	
Year TWO																			
Year two Timing and tactics TBD																\$ 590,000.00	\$ -	\$ 590,000.00	
												CND TOTAL:	\$ 1,300,000.00	\$ 710,000.00	\$ 590,000.00				
												USD TOTAL:	\$ 1,000,000.00	\$ 546,153.85	\$ 453,846.15				

@ 1.30 exchange rate

APPROVAL
Denver Airport: _____ Date: _____

WestJet: _____ Date: _____

***NOTES:**
All activity insertion dates are subject to change based on flight loads, needs of the route and offers/promotions available for in-market promotion.
This plan and subsequent invoice will be based on an exchange rate of \$1.30CDN to \$1.00USD (the "Conversion Rate"). Further details on the determination and potential adjustment of the exchange rate are provided in the Statement of Work.
Payment in full due within 30 days of receiving invoice.

Project: Denver service

By Creative Services: January 9, 2018

Phase 1: Market January 25-March 22, 2018

Phase 2: Market Summer 2018



Campaign review

WestJet has new daily non-stop service from Calgary to Denver.

1. Non-stop Denver.
2. Add partner logo.
3. POS Canada - Business/Leisure
4. POS Denver
5. Include diversity of Denver (ski season)
6. No names of professional sport teams
7. Creative = Exciting and shareable

Every day, Denver.

WestJet flies to Denver every day, and conveniently, there is something to do every day.
Leave in the morning and arrive just in time for a Denver sandwich.

Here's how we see it...

Every day is a great day in Denver.
Non-stop daily flights.

Mon
Tues
Wed
Thurs
Fri
Sat
Sun

Every day is a great day in Denver.
Non-stop daily flights.

Mon Tues Wed Thurs Fri Sat Sun

Every day is a great day in Denver.
Non-stop daily flights.

Mon
Tues
Wed
Thurs
Fri
Sat
Sun

Here's how we see it...



Mon

Tues

Wed

Thurs

Fri

Sat

Sun

Every day is a great day in Denver.
Non-stop daily flights.



Mon	
Tues	
Wed	
Thurs	
Fri	
Sat	
Sun	
Denver. Non-stop daily flights.	
	

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Every day is a great day in Denver. Non-stop daily flights. 
							

Thank you!