

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 5, 2026

[] Consent [X] Regular
[] Workshop [] Public Hearing

Submitted By: County Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Naming Rights and License Agreement (Agreement) with DTTM Operations, LLC (DTTM) and President Donald J. Trump (collectively, Licensor), providing for the perpetual, non-exclusive use of the name "President Donald J. Trump International Airport" in accordance with Chapter 2026-15, Laws of Florida 2026 (Act) for the renaming of the Palm Beach International Airport (PBI) at no cost to the County.

Summary: The Agreement authorizes Palm Beach County to use the name "President Donald J. Trump International Airport" (Licensed Mark) for the renaming of PBI as required by the Act. The Agreement becomes effective upon approval and remains in perpetuity unless Federal Aviation Administration (FAA) approval is denied or revoked, the Act is amended to change the airport name, or the airport name is otherwise lawfully changed. The Agreement grants the County non-exclusive right to use the Licensed Mark for all reasonable and customary airport purposes, including signage, advertising, marketing, merchandising, promotion, and branding of airport operations, services, and amenities. It defines permitted uses and provides for approved stylized version of the Licensed Mark, detailing the required visual design elements. Variations require prior approval of the Licensor. The Agreement also grants the County rights to use pre-approved name, likeness, image, and biographical information of President Donald J. Trump (Trump NIL) solely for marketing, advertising, and promotional purposes related to the renamed airport. If the County or any airport retailer wishes to sell merchandise featuring the Licensed Mark, the Agreement requires such merchandise to be purchased through approved retailers to the extent permitted by law. The Licensor is prohibited from receiving royalties, fees, or revenue from the purchase or sale of any such merchandise by County or airport retailers. This restriction does not apply to promotional items distributed free of charge by County. The Agreement requires the County to indemnify the Licensor for claims arising out of the County's ownership, operation, maintenance, or control of the airport, as permitted by law. To comply with the requirements of Act, a request for approval of the name change will be submitted to the FAA following approval of this item. Countywide (DO)

Background and Policy Issues: The Act expressly preempts to the State of Florida the authority to name major commercial service airports, including PBI, and requires that PBI be renamed using the Licensed Mark, subject to FAA approval and execution of an agreement with the rights holder authorizing its commercial use. Pursuant to the Act, the Agreement must, at a minimum, grant the County the perpetual and unrestricted right to use the Licensed Mark, as well as reasonable abbreviations or deviations thereof, at no cost, for signage, advertising, marketing, merchandising, promotions, and for the branding of the renamed airport, its operations, services, amenities, and all related purposes. The Licensor is the rights holder and owner of all right, title, and interest in the Licensed Mark and Trump NIL.

Attachments:

- 1. License Agreement (3)

Recommended By:  5/4/26
Chief Deputy County Administrator Date

Approved By:  5-4-26
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Does this item include the use of Federal funds? Yes ___ No X
 Does this item include the use of State funds? Yes ___ No X

Budget Account No: Fund _____ Department _____ Unit _____ Resource _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Manta 5/14/2026
 OS 5/14/26 OFMB

Brenda Necht 5/9/26
 Contract Dev. and Control
 Agreement not provided
 or reviewed

B. Legal Sufficiency:

[Signature]
 County Attorney

C. Other Department Review:

[Signature]
 Department Director

NAMING RIGHTS AND LICENSE AGREEMENT

This Naming Rights and License Agreement is made this 5th day of May, 2026 (the "**Effective Date**"), and is by and between:

(1) **DTTM OPERATIONS, LLC**, a Delaware limited liability company ("**DTTM**"), whose principal place of business is 115 Eagle Tree Terrace, Jupiter Florida 33477, owner of all right, title, and interest in and to the mark PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT, including, without limitation, U.S. Trademark Application Nos. 99652473 and 99652694 pending in the United States Patent and Trademark Office ("**USPTO**") (collectively, "**Licensed Mark**");

(2) **PRESIDENT DONALD J. TRUMP**, an individual ("**Trump**" and, together with DTTM, collectively, referred to herein as "**Licensor**"), the owner of all Trump NIL (as defined in Section 1.0); and

(3) **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("**Licensee**"), whose principal place of business is 301 North Olive Avenue West Palm Beach, Florida 33401.

Collectively, the Licensor and Licensee are individually known as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. WHEREAS, DTTM is the rights holder and owner of all right, title, and interest in and to the Licensed Mark, including U.S. Trademark Application Nos. 99652473 and 99652694, and all goodwill associated therewith, authorized to grant the commercial use of "President Donald J. Trump International Airport"; and

B. WHEREAS, Trump is the owner of all rights in the name "President Donald J. Trump," including, without limitation, rights of privacy and rights of publicity; and

C. WHEREAS, Licensee owns and operates, by and through its Department of Airports, the commercial service airport located at 1000 James L. Turnage Blvd, West Palm Beach, FL 33406, currently known as the Palm Beach International Airport; and

D. WHEREAS, Chapter 2026-15, Laws of Florida 2026 (the "**Act**"), provides for the renaming of the Airport as the "President Donald J. Trump International Airport," subject to the terms of the Act including applicable federal approvals and execution of an agreement with the rights holder authorizing the commercial use of such name by the Licensee; and

E. WHEREAS, Licensor desires to grant to Licensee a perpetual and royalty-free license to use the Licensed Mark and the Trump NIL in connection with the naming, branding, and promotion of the Airport pursuant to the Act, on the terms and conditions set forth herein, and Licensee desires to accept such license.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.0 Definitions; Interpretation.

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Act**” shall have the meaning set forth in the fourth Recital to this Agreement.

“**Agreement**” means this Naming Rights and License Agreement, as supplemented, amended, and/or extended from time to time as permitted under the terms and conditions of the Agreement.

“**Airport**” means the commercial service airport located at 1000 James L. Turnage Boulevard, West Palm Beach, Florida, currently known as “Palm Beach International Airport”.

“**Airport Merchandise**” shall have the meaning set forth in Section 2.9.

“**Airport Name**” means “President Donald J. Trump International Airport,” together with any variants, reasonable abbreviations thereof or deviations therefrom to the extent set forth in **Exhibit “A”** to this Agreement and as may be approved by Licensor in accordance with Section 2.3.

“**Applicable Law**” means any statute, ordinance, rule, regulation, order, or determination of any governmental authority, quasi-governmental authority or court of competent jurisdiction, including, without limitation, all applicable federal, state, and local laws, FAA (as defined herein) regulations, advertising laws, and intellectual property laws, now in effect or hereafter enacted, including without limitation, the Act.

“**Department**” means the Palm Beach County Department of Airports.

“**Effective Date**” shall have the meaning set forth in the first paragraph of this Agreement.

“**FAA**” means the Federal Aviation Administration or any successor federal authority with jurisdiction over Airport naming.

“**FAA Approval**” means written approval by the FAA pursuant to Section 2.7 of the renaming of the Airport as the “President Donald J. Trump International Airport”.

“**Licensed Mark**” shall have the meaning set forth in the first preamble of this Agreement and collectively includes all marks, variants and registrations and applications for registration of such marks in the USPTO and elsewhere.

“**Licensed Uses**” shall have the meaning set forth in Section 2.2.

“**Licensee**” means Palm Beach County, a political subdivision of the State of Florida.

“**Licensor**” means, collectively, DTTM and Trump, as more fully described in the second recital of this Agreement.

“**Merchandise Entity**” shall have the meaning set forth in Section 2.9. “**Term**” shall have the meaning set forth in Section 3.1.

“**Third-Party Permitted Uses**” shall have the meaning set forth in Section 2.6.

“**Trump NIL**” shall have the meaning set forth in Section 2.8.

2.0 Grant of License; Scope of Use.

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a perpetual, royalty-free, non-exclusive, fully paid for license to use the Licensed Mark as the Airport Name solely in connection with the Licensed Uses (as defined and set forth in Section 2.2) (the “**License**”).

2.2 Licensed Uses. Subject to the terms and conditions of this Agreement, Licensee (alone and with third parties pursuant to Section 2.6) is authorized to use the Licensed Mark for any and all reasonable and customary Airport purposes, including, without limitation, in signage, advertising, marketing, merchandising, and promotion and branding of the Airport and its operations, services and amenities, including without limitation, for the following purposes (collectively, the “**Licensed Uses**”):

- (a) naming, designating, and identifying the Airport in all official and unofficial capacities;
- (b) signage, wayfinding, locational and directional materials at and relating to the Airport, regardless of location;
- (c) advertising, marketing, and promotional activities and materials relating to the Airport and its operations and services, including all media, including print, digital, website, apps, social media, etc.;
- (d) Airport-branded merchandise and retail items that are distributed free of charge;
- (e) branding of buildings and improvements, equipment and vehicles, operations, services, and amenities, including concession areas, terminals, gates, parking facilities, cell phone lots, and ground transportation services that are used at or in connection with the operation of the Airport;
- (f) account names and content on digital platforms, websites, mobile applications, and social media accounts associated with the Airport;
- (g) operational materials including stationery, business cards, tickets, passes, schedules, maps, guides, credentials, uniforms, and all other collateral materials or services relating to the Airport;
- (h) identification for ticketing, reservations, baggage handling, flight planning and operational systems and services;
- (i) press releases, public communications, and governmental filings relating to the Airport; and

- (j) all related purposes useful, necessary or incidental to the foregoing as reasonably determined by Licensee, including with or without the Airport's IATA/ICAO airport code.

2.3 Brand Guidelines; Approval of Use. Due to the dynamic nature of airports, the Parties will develop mutually acceptable brand guidelines describing the permitted appearance, color palette, clear space, sizing, placement, typography, acceptable backgrounds, prohibited alterations, and contextual uses of the Licensed Mark ("**Brand Guidelines**"). The Licensor specifically agrees and approves of the stylized use of the Licensed Mark set forth in **Exhibit A**, attached hereto and incorporated by reference. Licensee, or Department acting on behalf of Licensee, shall submit proposed Brand Guidelines to DTTM for review and approval within thirty (30) calendar days of the Effective Date, which approval shall not be unreasonably withheld, conditioned or denied. In addition, any proposed stylized treatment of the Licensed Mark not approved on **Exhibit A**, or otherwise previously approved by DTTM as a part of the Brand Guidelines ("**Variation**") shall be submitted by Licensee or Department to DTTM for written approval prior to use, which approval shall not be unreasonably withheld, conditioned or denied. DTTM shall approve or deny the Brand Guidelines, including any proposed modification thereto, and each request for a Variation submitted by Licensee or Department in writing within thirty (30) calendar days of receiving a request for approval, time being of the essence. In the event DTTM denies the request, DTTM shall specifically identify the reasons for the denial in detail in its written response. In the event DTTM fails to timely approve or deny the request, Licensee or Department shall send DTTM a second, final request clearly marked "**SECOND AND FINAL REQUEST.**" DTTM shall have ten (10) calendar days to approve or deny such request. In the event DTTM fails to timely approve or deny the request, such failure shall be considered DTTM's approval of the request. Upon receipt of approval of a particular use or treatment by DTTM and the Brand Guidelines, as may be modified pursuant to this Section 2.3, such approval shall authorize its continued use and may not be revoked, provided that there are no material alterations or changes to the approved use or treatment or Brand Guidelines following DTTM's approval.

2.4 Intentionally Omitted.

2.5 Non-Disparagement. Licensee acknowledges that both the Licensed Mark and the Trump NIL are valuable assets of the Licensor that embody substantial goodwill and reputation. Licensor and Trump acknowledge the goodwill associated with the Licensee and the Airport. The Parties agree that Licensor, Trump, Licensee, or any political campaign, campaign committee, or political action committee shall not use the Airport Name or any association between Licensor and the Airport in any political advertising, fundraising solicitation, or campaign materials without the other Party's prior written consent to be granted or withheld in its discretion. Notwithstanding anything contained herein to the contrary, Licensee agrees that, in connection with the Licensed Uses, it shall not use or display the Licensed Mark or the Trump NIL in any manner that could reasonably be expected to defame, disparage, or tarnish the reputation, goodwill or value of Licensor, Trump, the Licensed Mark or the Trump NIL, provided, however, that nothing in this Agreement shall be construed to (i) require Licensee to control, direct or be responsible for the acts or omissions of any party outside of Licensee's control or (ii) restrict or limit any person from exercising their rights under the First Amendment to the United States Constitution or pursuant to legislative privilege.

2.6 Third-Party Permitted Uses. Licensor acknowledges and agrees that any third party may use the Airport Name for non-trademark, “fair use,” factual and referential purposes solely for the purpose of identifying the name and geographic location of the Airport (“**Third-Party Permitted Uses**”). By way of example only and without limitation, Third-Party Permitted Uses shall include using the Airport Name to identify the name and geographic location of the Airport in connection with:

- (a) the provision of air transportation services, including, without limitation, airlines, air carriers, charter, cargo carriers, on-demand operators, general aviation operators and any aviation service providers operating at the Airport;
- (b) the provision of Airport or aviation support services, including, without limitation, fueling, ground handling, janitorial services, parking management, ground transportation management, valet services, parking reservation systems, and maintenance, consulting or construction services;
- (c) the provision of ground transportation services to, from, or in connection with, the Airport, including, without limitation, taxi and limousine companies, rental car and ride share companies, public or private transit, and bus and shuttle operators;
- (d) Airport concessions or other businesses operating at, or in connection with, the Airport, including, but not limited to, restaurants, bars, retail stores, lounge operators, hotels, and entertainment venues;
- (e) the use or lease of Airport property or facilities, including tenants, permittees and licensees;
- (f) the sale of, facilitation of the sale of, or enabling consumers to search for, compare, or purchase air transportation services or other travel services, whether directly or through third-party providers, including, without limitation, on-line booking platforms and travel agencies;
- (g) the marketing, promotion or advertisement of Airport operations or services for the purpose of encouraging travel or tourism, including, without limitation, destination marketing partners, hotels and hospitality providers;
- (h) official Airport matters, including, without limitation, federal, state, and local government agencies regulating or engaging in business with Licensee;
- (i) any other operations or services at, on behalf of, or within the Airport; and
- (j) all of the foregoing shall include uses of the Licensed Mark approved pursuant to Section 2.3.

Such Third-Party Permitted Uses shall not be considered an infringement of the Licensed Mark, provided that (i) such use constitutes a fair use or descriptive use of the Licensed Mark, (ii) such use does not incorporate the Airport Name or Licensed Mark into a third party’s own name, brand, product name, or trademark, and (iii) such use is limited to factual and referential purposes only solely for the purpose of identifying the name and geographic location of the Airport and for no other purpose. Notwithstanding anything contained in this Agreement to the contrary, nothing herein shall be construed as granting any third party any right, title or interest in or to the Licensed Mark. If Licensee discovers any third-party use that exceeds the scope permitted herein, Licensee shall provide notice to Licensor pursuant to Section 5.5, but such misuse by a third party shall not constitute a breach of this Agreement by Licensee.

2.7 Condition Precedent. The Parties acknowledge and agree that FAA Approval is required to commence the implementation of the Airport Name change, and the failure of the issuance of FAA Approval shall not constitute a breach of this Agreement by Licensee. In the event FAA Approval has not been obtained within twelve (12) months of the Effective Date, either Party shall have the right to request a meeting to discuss next steps, and Licensee shall have the right to suspend all rebranding expenditures and procedures pending a final FAA decision. Upon receipt of FAA Approval, Licensee shall be authorized to use the Airport Name and Licensed Mark as provided for herein pursuant to the Act.

2.8 Trump NIL. In addition to the Licensed Mark, Licensee shall also have the right to use the approved name, likeness, image and biographical information of President Donald J. Trump solely in connection with the marketing, advertisement and promotion of the Airport (the "**Trump NIL**"). Licensor shall approve or deny each proposed use of the Trump NIL in writing within thirty (30) calendar days of receiving a request for approval, time being of the essence. In the event the proposed use is denied, Licensor shall specifically identify the reasons for the denial in detail in its written response. In the event Licensor fails to timely approve or deny the proposed use, Licensee shall send Licensor a second, final request clearly marked "**SECOND AND FINAL REQUEST.**" Licensor shall have ten (10) calendar days to approve or deny such request. In the event Licensor fails to timely approve or deny the request, such request shall be deemed approved by Licensor.

2.9 Merchandise. To preserve the goodwill of the Licensed Mark and ensure genuine and high quality products, to the extent Licensee (or any third party retail business operating on Airport property) ("**Airport Merchandise Retailer**") desires to sell retail products or merchandise bearing the Airport Name ("**Airport Merchandise**"), which shall not be required under this Agreement, they shall purchase such Airport Merchandise exclusively and directly from such entities designated by Licensor ("**Merchandise Entity**"). Any and all terms and conditions related to the sale of Airport Merchandise shall be negotiated directly between Airport Merchandise Retailer and the Merchandise Entity. All Airport Merchandise shall conform with the requirements of **Exhibit A** and the Brand Guidelines, as may be modified in accordance with Section 2.3 and shall be of the highest quality and craftsmanship. In no event shall Licensor or Trump, or any of their affiliates in which they have ownership or an economic interest, receive any royalties, fees or revenue from the purchase or sale of any such Airport Merchandise. Notwithstanding the foregoing, nothing in this Section shall require Licensee to purchase Airport Merchandise in a manner that conflicts with Applicable Law, including, without limitation, County procurement policies and Florida competitive solicitation requirements. In the event Applicable Law requires a competitive solicitation, Licensor's designated Merchandise Entity shall be permitted to participate in such process on equal terms.

2.10 Waiver by Licensor. Licensor hereby waives, releases, and discharges any and all legal claims arising out of Licensee's use of the Licensed Mark, Airport Name and Trump NIL but only to the extent Licensee uses the Licensed Mark, Airport Name and Trump NIL as expressly authorized under this Agreement. This waiver is irrevocable and shall inure to the benefit of Licensee and its respective successors and assigns.

3.0 Term.

3.1 Term. This Agreement shall commence as of the Effective Date and shall continue in perpetuity, unless (a) FAA Approval is denied or revoked, or (b) the Act is amended to change the Airport Name, or the name of the Airport is otherwise changed in accordance with Applicable Law (the “**Term**”).

4.0 Compensation.

4.1 Royalty-Free License. The License granted hereunder is royalty-free. No fees, royalties, or other compensation shall be owed by Licensee to Licensor in connection with the License. Each Party shall bear its own costs and expenses in connection with this Agreement unless otherwise expressly stated herein.

5.0 Trademark Ownership and Enforcement.

5.1 Ownership of Licensed Mark. As between the Parties, DTTM shall retain all right, title, and interest in and to the Licensed Mark, including all goodwill associated therewith. Licensee acknowledges DTTM’s ownership of the Licensed Mark and agrees that it shall not challenge or contest the validity of the Licensed Mark or DTTM’s ownership thereof. Nothing in this Agreement shall be construed as a transfer or assignment of ownership of the Licensed Mark to Licensee.

5.2 Ownership of Trump NIL. As between the Parties, Trump shall retain all right, title, and interest in and to the Trump NIL. Licensee acknowledges Trump’s ownership of the Trump NIL and agrees that its use thereof under this Agreement shall not create any rights in Licensee beyond the License expressly granted herein.

5.3 Goodwill. All goodwill arising from Licensee’s use of the Licensed Mark shall inure solely to the benefit of DTTM. Licensee shall not acquire any rights in the Licensed Mark or Trump NIL by virtue of its use thereof under this Agreement.

5.4 Licensee’s Marks. Licensee’s own marks used prior to the Effective Date (e.g., Palm Beach International Airport, PBI) shall be and remain Licensee’s property. Nothing in this Agreement shall be construed as authorizing use of Licensee’s marks by Licensor.

5.5 Enforcement; Infringement.

- (a) **Licensor’s Enforcement Rights.** DTTM shall have the exclusive right (but not the obligation) to enforce the Licensed Mark against any infringing third parties. DTTM shall have sole control over any such enforcement action, including the right to select counsel, control the litigation or proceedings, and settle or compromise any such matter.
- (b) **Notice of Infringement.** Licensee shall promptly notify DTTM in writing of any actual or suspected infringement of the Licensed Mark of which Licensee has actual

knowledge of. Licensee shall cooperate reasonably with DTTM in connection with any enforcement action, at DTTM's reasonable expense.

- (c) **Recovery.** All recoveries in any enforcement action brought by DTTM shall belong solely to DTTM, except to the extent any award specifically compensates Licensee for its direct damages.

6.0 Representations and Warranties.

6.1 Representations and Warranties of Licensor. DTTM and Trump each represent and warrant that:

- (a) DTTM is the owner of all right, title, and interest in and to the Licensed Mark, including pending U.S. Trademark Application Nos. 99652473 and 99652694, and has the full right, power, and authority to grant the License set forth herein, provided, however, that the refusal, abandonment, or cancellation of any trademark application or registration included in the Licensed Mark shall not constitute a breach of this representation and warranty, so long as DTTM retains sufficient common law rights in the Licensed Mark to support the License granted herein;
- (b) Trump is the owner of all rights of privacy and publicity in the Trump NIL and has the full right, power, and authority to provide the waiver set forth in Section 2.10;
- (c) To Licensor's knowledge, the use of the Licensed Mark as authorized herein does not infringe any intellectual property rights of any third party;
- (d) The execution, delivery, and performance of this Agreement by Licensor do not conflict with any other agreement to which Licensor is a party.

6.2 Representations and Warranties of Licensee. Licensee represents and warrants that:

- (a) Licensee is a duly constituted political subdivision of the State of Florida with full right, power, and authority to enter into this Agreement and perform its obligations hereunder; and
- (b) The execution, delivery, and performance of this Agreement by Licensee do not conflict with any Applicable Law or any agreement to which Licensee is a party.

7.0 Indemnification.

7.1 Licensor's Indemnification. DTTM shall defend, indemnify, and hold harmless Licensee and its officers, employees, agents, and contractors from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any breach by Licensor of its representations, warranties, or obligations under this Agreement; (b) any third-party claim that Licensee's use of the Licensed Mark, Airport Name, or Trump NIL strictly in accordance with this Agreement infringes any third party's intellectual property rights; or (c) any third-party claim, including any claim by the State of Florida, that Licensee is in violation of the Act by virtue of the material actions of the Licensor, except for any action by Licensor permitted under this Agreement.

7.2 Licensee's Indemnification Obligations. Except as prohibited by Florida law, including Section 768.28, Florida Statutes, Licensee agrees to indemnify, defend and hold harmless Licensor against any third-party claims that may be asserted against Licensor arising from Licensee's ownership, operation, maintenance and/or control of the Airport, provided, however, that Licensee shall have no obligation for any claim arising from Licensor's acts or omissions.

Nothing herein shall be deemed a waiver of sovereign immunity, and Licensee's liability, if any, shall be strictly limited to the monetary caps set forth in Section 768.28, Florida Statutes, with any recovery in excess thereof subject to the legislative claims bill process. Licensee shall have the option, but not the obligation, to control the defense and settlement of any covered claim, and no settlement imposing or admitting liability on Licensee shall be entered without Licensee prior written consent. In no event shall Licensee be liable for indirect, consequential, or punitive damages in accordance with Applicable Law.

8.0 Force Majeure.

Neither Party shall be liable or responsible for any failure to perform its obligations hereunder caused by circumstances beyond such Party's reasonable control, including without limitation acts of God, natural disasters, war, terrorism, strikes, or federal governmental action or inaction ("**Force Majeure Event**"). The affected Party shall notify the other Party in writing promptly upon the occurrence of any such event and shall use diligent efforts to resume performance as soon as reasonably practicable. Notwithstanding the foregoing, the Parties acknowledge and agree that a Force Majeure Event shall not relieve either Party from liability for any obligation which arose before the occurrence of the Force Majeure Event and shall not apply to the payment of any sums due hereunder.

9.0 Compliance with Law.

The Parties shall comply with all Applicable Law in connection with their use of the Licensed Mark and Airport Name.

10.0 Default and Termination.

10.1 Default. If either Party fails to perform or fulfill any material obligation under this Agreement in the time and manner herein provided, and if such default shall continue for thirty (30) days after receipt of written notice thereof, a Party shall be permitted, at its sole election, to initiate and pursue the dispute resolution procedures set forth in Section 11.4.

10.2 Termination. Once approved pursuant to Section 2.7, the Agreement, except as expressly provided herein, is perpetual pursuant to the terms of the Act and may only be terminated in accordance with Section 3.1.

10.3 Effect of Termination. Upon termination of this Agreement:

- (a) All rights granted to Licensee hereunder shall immediately terminate, except that Licensee shall commence to remove the Licensed Mark and Airport Name from all signage, materials, and platforms controlled by the Licensee within a reasonable period of time from the effective date of termination and diligently pursue such removal through completion;
- (b) All third-party rights shall simultaneously terminate, subject to a one hundred eighty (180) day phase-out period;
- (c) Termination shall not relieve either Party of obligations accrued prior to the effective date of termination.

11.0 Miscellaneous.

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto. No amendment or modification of this Agreement shall be binding unless in writing and signed by authorized representatives of all Parties.

11.2 Assignment. Except as expressly provided for herein, Licensee may not assign this Agreement or any rights hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event of any reorganization, consolidation, or transfer of authority over the Airport by Licensee under Applicable Law, this Agreement shall automatically bind and inure to the benefit of any successor governmental authority assuming jurisdiction over the Airport, without the need for further consent of Licensor. Following thirty (30) days prior notice to Licensee, DTTM and Trump may assign this Agreement to any successor owner of the Licensed Mark or Trump NIL, respectively, without Licensee's consent, provided that any such assignee assumes all obligations of DTTM and Trump hereunder.

11.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws. The Parties irrevocably consent to the exclusive jurisdiction of the U.S. District Court for the Southern District of Florida and the Fifteenth Judicial Circuit in Palm Beach County, Florida. Each Party waives any objection to the laying of these venues.

11.4 Dispute Resolution.

- (a) Negotiation. Prior to initiating any legal proceedings, the Parties shall attempt to resolve any dispute, including any alleged default, arising under or related to this Agreement or the Airport Name ("**Dispute**") through good-faith negotiations between a senior representative designated by each Party. The Party asserting the Dispute shall deliver written notice to the other Party describing the Dispute in reasonable detail (the "**Dispute Notice**"). The Parties shall have thirty (30) days from delivery of the Dispute Notice (the "**Negotiation Period**") to cure the default

or attempt to resolve the Dispute through good-faith negotiations between the senior representatives if the breaching Party in good faith believes it is not in breach.

- (b) Executive Escalation. If the Dispute remains unresolved or uncured at the end of the Negotiation Period, either Party may escalate the Dispute by delivering written notice to the other Party (the “**Escalation Notice**”). Within fifteen (15) days of delivery of the Escalation Notice, the County Administrator and DTTM’s Chief Legal Officer (or designee) shall meet, in person or by video conference, and attempt in good faith to resolve the Dispute. If the Dispute is not resolved within fifteen (15) days of the Escalation Notice (the “**Escalation Period**”), either Party may proceed to mediation in accordance with Section 11.4(c).
- (c) Mediation. If the Dispute remains unresolved following the Escalation Period, either Party may submit the Dispute to non-binding mediation administered by Judicial Arbitration and Mediation Services (“**JAMS**”) in accordance with its then-current mediation rules. Mediation shall be initiated within fifteen (15) days following the expiration of the Escalation Period and shall be completed within forty-five (45) days of initiation, unless the Parties mutually agree in writing to extend such period. The mediation shall be conducted in Palm Beach County, Florida, before a single neutral mediator mutually agreed upon by the Parties, or, if the Parties cannot agree, selected by JAMS in accordance with its mediator selection procedures. The costs of the mediator and mediation facility shall be borne equally by the Parties. Each Party shall bear its own attorneys’ fees and costs in connection with the mediation. The mediation proceedings and all communications in connection therewith shall be confidential (subject to Applicable Law) and shall not be admissible in any subsequent arbitration or court proceeding to the fullest extent permitted by law.
- (d) Arbitration. If the Dispute remains unresolved following the conclusion of mediation, or if a Party fails to participate in mediation in good faith within the time periods set forth in Section 11.4(c), either Party may submit the Dispute to binding arbitration before a single arbitrator in accordance with the *Comprehensive Arbitration Rules and Procedures of JAMS*. The arbitration proceedings shall be conducted in English, and the award and decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be permitted to award monetary, curative, specific performance and/or injunctive relief as permitted under the Act. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. Provided, however, any award of attorneys’ fees against Licensee shall be subject to and limited by Applicable Law, including without limitation the

provisions of § 768.28, Florida Statutes, and Licensee does not waive sovereign immunity with respect to any such award. Subject to Section 11.3, the Parties submit to the jurisdiction of the Southern District of Florida and the Fifteenth Judicial Circuit in Palm Beach County, Florida, for the purposes of (i) confirming or enforcing any award or decision rendered in arbitration, (ii) enforcing the dispute resolution provisions of this Agreement and/or (iii) seeking any emergency or injunctive relief (as provided in Section 11.4(e)). All proceedings under this Section 11.4(d) shall be kept confidential if permitted under Applicable Law and Section 11.11 herein, and if so, shall not be disclosed by the Parties except to the extent reasonably necessary for the Parties to obtain injunctive relief or to challenge an award made in arbitration, or unless otherwise required by law.

- (e) Temporary Injunctive Relief/Provisional Order. Notwithstanding anything to the contrary in Section 10.1 or this Section 11.4, in the event of an emergency, either Party may, after notifying the other Parties, seek temporary injunctive relief or a provisional order from a court of competent jurisdiction as set forth in Section 11.3 under Applicable Law, without first completing any of the steps set forth in Section 10.1 or this Section 11.4. The pursuit of such relief shall not constitute a waiver of any Party's obligation to complete the dispute resolution steps set forth herein with respect to any underlying Dispute following the temporary injunctive relief/provisional order proceeding.
- (f) Tolling. All applicable statutes of limitation and other time-based defenses shall be tolled during the pendency of any negotiation, escalation, or mediation period set forth in this Section 11.4.

11.5 Notices. All notices and other communications hereunder shall be in writing and shall be delivered (i) personally, by certified mail (return receipt requested), or by overnight courier and (ii) by email, to the Parties at the following addresses:

If to DTTM:

DTTM Operations, LLC
115 Eagle Tree Terrace
Jupiter, Florida 33477
Attn: Alan G. Garten
Email: alan.garten@trumporg.com

If to Trump:

President Donald J. Trump
c/o DTTM Operations, LLC
115 Eagle Tree Terrace
Jupiter, Florida 33477
Attn: Alan G. Garten
Email: alan.garten@trumporg.com

To Licensee:

Palm Beach County Department of Airports
Attn: Airport Director
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
Email: lmbeebe@pbia.org

With a copy to:

Palm Beach County Attorney's Office
Attn: County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Email: dottey@pbc.gov

Any Party may from time to time change the address to which notice under this Agreement shall be given such Party, upon three (3) days' prior written notice to the other Party.

11.6 Severability. If any term or provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect to the fullest extent permitted by law.

11.7 No Waiver. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of such Party's right to enforce such provision or any other provision in the future.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed valid and binding.

11.9 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

11.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns. Nothing in this Agreement shall create or be deemed to create any rights in any third party.

11.11 Public Records Law. The Parties agree that the terms and conditions of this Agreement shall be subject to disclosure to the public consistent with Licensee's obligations under Florida's public records law (Chapter 119, Florida Statutes, as now or hereafter amended) and applicable sunshine laws.

11.12 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Licensor certifies that Licensor

has not, and to the best of Licensor's knowledge, without having conducted any special investigation, its affiliates, who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

11.13 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Licensor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if Licensor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of Licensee. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Licensor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. If Licensee determines, using credible information available to the public, that a false certification has been submitted by Licensor, this Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. This certification must also be submitted at the time of Agreement renewal, if applicable.

11.14 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, Licensor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign government of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars (\$50,000) or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

11.15 Human Trafficking Affidavit. Licensor warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensor has executed Exhibit "B", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

11.16 Subordination. Licensor understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Licensee and the United States of America, the State of Florida or any of their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Licensor agrees it shall comply with all Grant

Obligations applicable to Licensor by virtue of this Agreement and shall not take any action to cause Licensor to violate any Grant Obligation. Licensee agrees to provide Licensor with written notice of any new or amended Grant Obligations, which modify Licensor's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail. For the avoidance of doubt, Grant Obligations shall only apply to Licensor and shall not apply to any of Licensor's affiliates or related companies.

11.17 Federal Contract Provisions. Licensor shall comply with all applicable requirements of the Federal Contract Provisions set forth in **Exhibit "C"**, which may be amended or updated from time to time upon written notice by Licensee to Licensor, without formal amendment hereto.

11.18 Inspector General. Licensor acknowledges that Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Licensee contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Licensor, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Licensor's failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.


11.19 Audit. Notwithstanding any provision in this Agreement to the contrary, Licensor or its representative(s) may at any time at its sole cost and expense perform audits of all or selected operations performed by Licensee under the terms of this Agreement. In order to facilitate the audit performed by Licensor, Licensee agrees to make suitable arrangements to make available to Licensor's representative(s) any and all books, records, and financial information relevant to such audits. Licensee or its representative(s) shall make available to Licensor a copy of the audit prepared by or on behalf of Licensee. Licensor shall have sixty (60) days from receipt of the audit report from Licensee or its representative(s) to provide a written response to County regarding the audit report.

[SIGNATURES ON FOLLOWING PAGE]

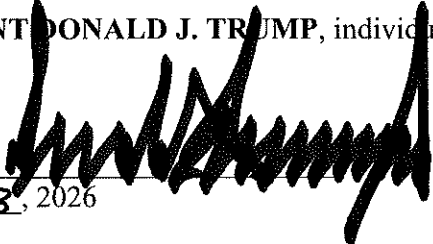
SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first written above.

DTTM OPERATIONS LLC

By: 
Name: Donald J. Trump, Jr.
Title: President
Date: May 3, 2026

PRESIDENT DONALD J. TRUMP, individually

Signature: 
Date: May 3, 2026

**PALM BEACH COUNTY, a political
Subdivision of the State of Florida,
By its Board of County Commissioners**

**ATTEST:
MICHAEL A. CARUSO
Clerk of the Circuit Court
and Comptroller**

By: _____
Sara Baxter, Mayor

By: _____
Deputy Clerk

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

EXHIBIT A - DEPICTION OF APPROVED LICENSED MARKS



★ PRESIDENT ★
DONALD J. TRUMP
INTERNATIONAL AIRPORT



BRAND GUIDELINES

PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

I. LOGO USAGE

The logo must be used consistently across all applications. Do not distort or alter proportions.



PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

II. LOGO CONSTRUCTION



A) PRESIDENT

Font: Trajan Pro 3
Semi Bold
All Caps
Tracking: 150

B) DONALD J. TRUMP

Font: Trajan Pro 3
Semi Bold
All Caps
Tracking: 75

C) INTERNATIONAL AIRPORT

Font: Gotham
Semi Bold
All Caps
Tracking: 100

PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

III. COLOR PALETTE

Primary colors include gold, black, blue and white. Secondary tones should compliment these.



GOLD

R:192 G:130 B:44
C:22% M:51% Y:100% K:5%
#C0822C



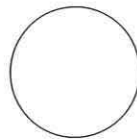
BLACK

R:5 G:6 B:7
C:75% M:68% Y:66% K: 87%
#050607



BLUE

R:0 G:40 B:88
C:100% M:89% Y:36% K: 33%
#002858



WHITE

R:255 G:255 B:255
C:0% M:0% Y:0% K: 0%
#FFFFFF



CREAM

R:217 G:203 B:186
C:15% M:17% Y:25% K: 0%
#D9CBBA

PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

IV. CLEAR SPACE

Maintain adequate spacing around the logo to ensure visibility and impact.



PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

V. VARIATIONS

Various versions of the logo have been created for use on different media.



Black type.

★ PRESIDENT ★
DONALD J. TRUMP
INTERNATIONAL AIRPORT
— ★ ★ ★ ★ ★ —

★ PRESIDENT ★
DONALD J. TRUMP
INTERNATIONAL AIRPORT
— ★ ★ ★ ★ ★ —

PRESIDENT
DONALD J. TRUMP
INTERNATIONAL AIRPORT



Blue type.

★ PRESIDENT ★
DONALD J. TRUMP
INTERNATIONAL AIRPORT
— ★ ★ ★ ★ ★ —

★ PRESIDENT ★
DONALD J. TRUMP
INTERNATIONAL AIRPORT
— ★ ★ ★ ★ ★ —

PRESIDENT
DONALD J. TRUMP
INTERNATIONAL AIRPORT



Black type.



PRESIDENT DONALD J. TRUMP
INTERNATIONAL AIRPORT

Blue type.



PRESIDENT DONALD J. TRUMP
INTERNATIONAL AIRPORT



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INTERNATIONAL AIRPORT



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For use on smaller promotional items/uses
to ensure mark is producible and to prevent distortion.

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PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

VI. BACKGROUNDS

Use high-contrast backgrounds.
Preferred: White or dark neutral tones.



PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

VII. PROHIBITED USES

Do not stretch, recolor, rotate or add effects to the logo.

1



2



3



4



5



6



PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

VIII. CONTEXTUAL USE

Logo should be used according to the Naming Rights and License Agreement.



EXHIBIT B- NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PALM BEACH COUNTY by DONALD J. TRUMP, JR., whose business address is 115 Eagle Tree Terrace, Jupiter, Florida 33477.
2. I, the undersigned, an officer or representative of DTTM OPERATIONS LLC, (Licensor) attests that Licensor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

LICENSOR

DTTM OPERATIONS LLC

Dated: May 3, 2026

By: 

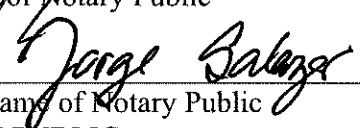
Donald J. Trump, Jr.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3 day of May 2026, by Donald J. Trump, Jr., on behalf of DTTM Operations LLC, a Delaware limited liability company, who is personally known to me.


Signature of Notary Public


Printed Name of Notary Public

NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)



JORGE SALAZAR
Notary Public
State of Florida
Comm# HH726708
Expires 10/1/2029

EXHIBIT C – FEDERAL CONTRACT PROVISIONS

1. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its Airport program, Licensor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Licensor transfers its obligation to another, the transferee is obligated in the same manner as the Licensor. The above provision obligates the Licensor for the period the Airport remains obligated to the Federal Aviation Administration

2. CIVIL RIGHTS – TITLE VI ASSURANCE

a. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Licensor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Licensor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

b. Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Licensor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Licensor”), agrees as follows:

1. Compliance with Regulations: Licensor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: Licensor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Licensor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Licensor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Licensor of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Licensor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Licensee or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Licensor will so certify to Licensee or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Licensor’s noncompliance with the nondiscrimination provisions of this Agreement, Licensee will impose such contract sanctions

as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Licensor under the Agreement until the Licensor complies; and/or
 - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
6. Incorporation of Provisions: Licensor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Licensor will take action with respect to any subcontract or procurement as Licensee or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Licensor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Licensor may request Licensee to enter into any litigation to protect the interests of Licensee. In addition, Licensor may request the United States to enter into the litigation to protect the interests of the United States.