

**Fayetteville Advertising and
Promotion Commission
December 15, 2025**

Location: Virtual Only. Attendee link: <https://us06web.zoom.us/j/81794997610> Commissioners will receive panelist links

Commissioners: Elvis Moya, Chair, Tourism & Hospitality Representative
Katherine Kinney, Tourism & Hospitality Representative
Elliot Hunt, Tourism & Hospitality Representative
Chrissy Sanderson, Tourism & Hospitality Representative
Sterling Hamilton, Commissioner at-large
Sarah Bunch, City Council Representative
Mike Wiederkehr, City Council Representative

Staff: Ryan Hauck, CEO

Agenda

- I. Call to order at 2:00p.m.
- II. Administration
 - A. Additions or changes to the agenda may be added upon request from a majority of the commissioners.
 - B. Review and approval of November 17th meeting minutes.
- III. Old Business
 - A. Vote – Three-year Memorandum of Understanding and one-year Staffing Services Agreement with Downtown Fayetteville Coalition.
 - B. Vote - Approve the appropriation document for the FY2026 Budget
- IV. New Business
 - A. Discuss process and choose committee for Tourism Industry Owner/Manager position
 - B. Vote - Nomination for open TheatreSquared Board Seat.
 - C. Discuss and Vote - Zartico Three Year Contract for Mobile Tracking and Media Attribution Software.
- VI. Good of the Order/ Adjournment

Fayetteville A&P Commission – Meeting Minutes

November 17, 2025 | 2:00 p.m. | Fayetteville Town Center

Present: Hamilton, Wiederkehr, Bunch (virtual), Sanderson, Hunt, Kinney

Absent: Chair Moya (Jury Duty)

Staff: Ryan Hauck, CEO

I. Call to Order

Meeting called to order by Commissioner Wiederkehr at 2:00 p.m.

II. Approval of Minutes

September 29 & October 27 Minutes

Motion: Kinney | Second: Sanderson | Passed via roll call.

III. Reports

A. Meet the Team

- Chloe Bell (DFC): 7+ years; community engagement & events
- Dell Hall (EF): Tourism Sales; SMERF & groups <300; 2 years
- Griffin Stroupe (FTC): Director of Sales; 4 years; new group business

B. Fayetteville Independent Restaurant Alliance Update

Reese Roberts shared FIRA's history, programs, and plans. Requested \$10K. No vote was needed at this time. Sanderson and Hunt recused from active discussion as they are on FIRA's board.

C. CEO Report (Hauck)

- Fayetteville Ale Trail consolidation complete
- Vibemap event calendar launched Oct. 23
- Event & sales updates: Impossible Routes, Music Cities Convention, strong FTC performance
- DFC events update; Lights of the Ozarks kickoff Friday
- 2026 meeting dates reviewed with no concerns

D. Financial Report (Walker)

- October target 83%; Revenue 84%; Expenses 6% under
- Cash/investments ~\$4.9M
- \$165K unearned 2025 revenue – this is bookings at FTC
- EF on target; FTC projected ~100K over

IV. Old Business

A. FY2026 DFC Funding

Approved \$203,500 for staffing/events and CEO authorized to draft 3-year events MOU and 1-year staffing MOU. Ordinance changes planned for approximately year five to transfer Lights of the Ozarks and First Thursdays to DFC from EF.

Motion: Hunt | Second: Hamilton | Passed unanimously.

V. New Business

A. “This Wheel’s Still on Fire” Exhibit

Approved \$5K cash + \$10K in-kind marketing.

Motion: Kinney | Second: Hunt | Passed unanimously.

B. Agency of Record – VERB

Approved the CEO signing the contracts and also the budget of \$700K for FY2026’s budget.

Motion: Hamilton | Second: Hunt | Passed unanimously.

C. PR Agency – AM Group

Approved 3-year agreement; not to exceed \$86K in 2026.

Motion: Kinney | Second: Hamilton | Passed unanimously.

D. 2026 Budget Discussion

Updates: 6.2% staff salary increase; marketing \$700K; increased FIRA support; accessibility partnership with Wheel the World; WSH maintenance reduced; MCC expenses clarified.

VI. Adjournment

Motion: Kinney | Second: Sanderson | Adjourned at 3:30 p.m.

Minutes prepared by: Amy Stockton, Experience Fayetteville

Memo



To: Fayetteville Advertising & Promotion Commissioners
From: Ryan Hauck, CEO
Date: December 15, 2025
Re: Downtown Fayetteville Coalition (DFC)

Background

Over the last three years the Advertising and Promotion Commission has funded the Downtown Fayetteville Coalition's Executive Director's salary and benefits, Community Engagement Manager's salary and benefits, a number of professional development opportunities, and contracted with them to run Experience Fayetteville's Lights of the Ozarks and Sunday's on the Square. The funding from this came from \$45,000 in sponsorships raised by the Community Engagement Manager, \$125,000 that came from the City of Fayetteville, and over \$225,000 of HMR funds.

Now that DFC is coming into year four of the organization, they feel like they are ready to branch out from underneath Experience Fayetteville and into their own non-profit organization.

Recommendation:

Proceed with the recommended contracts written from the motions passed during the November Commission Meeting

Motion to Pass:

Ryan Hauck, CEO of Experience Fayetteville and Commissioner Elvis Moya, Chairperson of the A&P Commission, proceed with signing the three year MOU and one year staffing agreement with the Downtown Fayetteville Coalition.



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made as of December 15, 2025, by and between the Fayetteville Advertising & Promotion Commission, d/b/a Experience Fayetteville (“EF” or the “Commission”), and Downtown Fayetteville Center, an Arkansas nonprofit corporation (“DFC,” and collectively, the “Parties”).

1. Purpose; Background.

The Parties desire to set forth a three-year collaboration framework to support downtown events and related activations, including the four-events program, Lights of the Ozarks (“LOTO”), cross-street banners, and kiosk management, in furtherance of tourism growth, revenue generation, and activation of non-peak periods. This MOU reflects the Commission’s November 2025 direction and DFC’s November 12, 2025 memorandum.

2. Term.

The term of this MOU is three (3) years, commencing on January 1, 2026 and ending on December 31, 2028 (the “Term”), subject to annual appropriation and the termination provisions herein.

3. Funding; Program Elements.

3.1 Annual Funding. Subject to appropriation and annual approval by the Commission, EF will fund the following program elements each contract year:

- (a) Four Events Program: Twenty-Six Thousand Five Hundred Dollars (\$26,500) per year;
- (b) Lights of the Ozarks: Seventeen Thousand Five Hundred Dollars (\$17,500) per year;
- (c) Cross-Street Banners: DFC to administer planning, installation, and maintenance; EF to pay vendor and materials costs as approved;
- (d) Kiosks (three): DFC to administer management, maintenance, and updates; EF to pay vendor and materials costs as approved.

3.2 Creative Direction and Objectives. The Parties will agree in advance on the creative direction and programming for the four events, with the shared objectives of increasing tourism numbers, driving revenue, and emphasizing non-peak periods. EF retains approval rights over budgets, branding, and creative to ensure consistency with EF’s destination marketing mission.

3.3 Budgeting; Disbursement. For cash-funded items in Section 3.1(a)–(b), EF will disburse in [monthly/quarterly] installments against invoices and reporting under Section 6. For cost-paid items in Section 3.1(c)–(d), EF will pay approved third-party invoices directly or reimburse DFC upon submission of proper documentation, consistent with EF procurement and approval processes.

4. Program Administration; Roles.

4.1 DFC Responsibilities. DFC will plan, schedule, and execute the four-events program and LOTO, administer the cross-street banners program, and manage the three kiosks. DFC will obtain necessary permits and approvals, coordinate with City departments, and ensure safety,

accessibility, and compliance with applicable ordinances.

4.2 EF Responsibilities. EF will provide funding as set out in Section 3, collaborate on creative and branding approvals, coordinate tourism marketing and communications, and support measurement and reporting of tourism impacts.

4.3 Event Selection and Changes. The Parties acknowledge that the four events currently include “Sundays on the Square,” but specific events may be modified upon mutual written agreement to better achieve the stated objectives.

4.4 Experience Fayetteville Board Seat. DFC shall provide and maintain one (1) designated seat on the Downtown Fayetteville Coalition Board for an appointee of Experience Fayetteville. EF shall have the sole authority to appoint and remove its representative at its discretion. The EF representative shall have full rights, privileges, and responsibilities consistent with other voting board members, subject to DFC’s bylaws and applicable law.

5. Ordinances; Transition of Responsibilities.

5.1 Cooperation on Ordinances. The Parties will cooperate in good faith to develop and pursue ordinance changes necessary or appropriate to align responsibilities for LOTO and First Thursdays with DFC’s operational role.

5.2 Targeted Year-Two Transition. The Parties acknowledge and agree that, by no later than the end of Year 2 of this MOU, the Parties will seek adoption of ordinances transferring day-to-day operational responsibility for LOTO and First Thursdays to DFC, including permitting, planning, vendor coordination, on-site management, and post-event reporting, subject to applicable law and approvals. The Parties will develop and present to the appropriate governing bodies, by October, Year 2, draft ordinance language and an implementation plan addressing insurance, public safety, accessibility, street closure protocols, and funding/payment workflows.

5.3 Interim Milestones. By September, Year 1, the Parties will finalize a written transition roadmap identifying (a) tasks and responsible Parties; (b) critical path dates for the next two annual cycles; and (c) any City approvals needed. Quarterly status updates will be provided under Section 6.2.

5.4 Long-Term Ownership Considerations. The Parties further acknowledge the Commission’s direction to consider additional ordinance changes in or after year two of this MOU to shift broader event ownership from EF to DFC. While this MOU covers a three-year Term, the Parties agree to collaborate to plan for such potential changes, recognizing that any change will require separate approvals outside this MOU.

5.5 No Guarantee. Nothing in this Section guarantees passage or timing of any ordinance amendments; the Parties’ commitments are to cooperation, preparation, and timely submission of proposed changes.

6. Reporting; Performance; Approvals.

6.1 Annual Workplan. By March each year, DFC will submit an annual workplan for EF approval detailing event concepts, budgets, timelines, KPIs, and proposed creative direction for the four-events program and LOTO.

6.2 Periodic Reports. DFC will submit monthly progress reports summarizing activities, attendance, vendor participation, tourism impact indicators, and budget status.

6.3 Post-Event Reports. For each event, DFC will provide a post-event report with attendance estimates, economic/tourism indicators, media and earned coverage highlights, and a financial

summary. This can be included in the monthly reports.

6.4 Approvals. EF's approvals under this MOU will be in writing and may be subject to additional conditions to ensure alignment with EF branding, destination marketing strategies, and budget constraints.

7. Procurement; Branding; Data Sharing.

7.1 Procurement. DFC will follow prudent procurement practices and comply with any EF pre-approval thresholds for vendors to be paid with EF funds.

7.2 Branding. EF retains approval over use of EF name, marks, and any co-branded materials. DFC will comply with EF brand guidelines.

7.3 Data Sharing. DFC will share available data supporting measurement of tourism and economic impact for EF's reporting needs.

8. Compliance; Risk Management.

8.1 Compliance. Each Party will comply with applicable federal, state, and local laws, permits, and ordinances in connection with MOU activities.

8.2 Insurance. DFC will maintain general liability, workers' compensation, employer's liability, and, if applicable, special event and professional liability insurance with limits reasonably acceptable to EF; EF may request proof of coverage. DFC's insurance shall be primary and non-contributory to any coverage maintained by EF.

8.3 Indemnification by DFC. To the fullest extent permitted by Arkansas law, DFC will defend, indemnify, and hold harmless EF, the City of Fayetteville, and their respective commissioners, officers, employees, and agents from and against any and all third-party claims, demands, suits, damages, liabilities, judgments, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to DFC's planning, administration, or execution of the programs and activities contemplated by this MOU, except to the extent caused by the gross negligence or willful misconduct of EF.

8.4 Indemnification by EF; Immunities. To the extent (and only to the extent) expressly permitted by Arkansas law and without waiving sovereign immunity, EF will be responsible for its own gross negligence or willful misconduct. Nothing herein shall be construed as EF indemnifying DFC, agreeing to defend DFC, or assuming any obligation to pay damages, costs, fees, or judgments beyond funds duly appropriated and available.

8.5 Procedures; Settlement; Survival. The party seeking indemnity will promptly notify the other of any claim; failure to give prompt notice will reduce the indemnity only to the extent of actual prejudice. The indemnifying party may control the defense with counsel reasonably acceptable to the indemnitee; no settlement imposing non-monetary obligations on the indemnitee or admitting its fault may be entered without the indemnitee's written consent (not unreasonably withheld). These obligations survive expiration or termination.

8.6 Immunities Preserved. Nothing herein waives, limits, or modifies EF's sovereign immunity under Ark. Const. art. 5, § 20, the City's tort immunity under Ark. Code Ann. § 21-9-301, or any other immunities, defenses, or limitations of liability.

9. Records; Audit; Public Information.

9.1 Records. DFC will retain financial and program records related to EF-funded activities for five (5) years and make them available for EF review upon reasonable notice.

9.2 FOIA. EF is subject to the Arkansas Freedom of Information Act and will respond to public records requests in accordance with law.

10. Funding Contingencies; Termination.

10.1 Appropriation. EF's obligations are contingent upon annual appropriation by the Commission. Lack of appropriation will result in termination without further liability upon notice.

10.2 Termination for Convenience. EF may terminate for convenience on thirty (30) days' written notice.

10.3 Termination for Cause. Either Party may terminate for material breach not cured within thirty (30) days after written notice.

10.4 Effect of Termination. DFC will cease incurring costs upon notice and submit a final accounting within thirty (30) days; EF will pay approved, properly documented costs incurred through the termination effective date, subject to appropriation and available funds.

11. Miscellaneous. 11.1 Nature of Agreement. This MOU expresses mutual understandings; except for funding and compliance terms expressly stated as binding, it does not create an exclusive arrangement or a joint venture.

11.2 Assignment; Subcontracting. DFC may not assign this MOU or subcontract material obligations without EF's prior written consent. Any permitted assignment or subcontracting does not relieve DFC of responsibility.

11.3 Amendments; No Oral Modifications. Amendments must be in writing and signed by both Parties; no oral statements modify this MOU.

11.4 Governing Law; Venue; Jury Trial. Arkansas law governs. Exclusive venue lies in the state courts of Washington County, Arkansas. Each Party waives trial by jury to the extent permitted by law.

11.5 Notices. Notices will be in writing and delivered personally, by certified mail (return receipt requested), or nationally recognized overnight courier to the addresses below (or as later designated by notice) and are deemed given as of receipt.

11.6 Compliance; E-Verify; Non-Discrimination. DFC will comply with applicable federal, state, and local laws, including federal E-Verify for employees assigned to MOU activities, and will not discriminate on any unlawful basis.

11.7 No Debt; Non-Appropriation; Usury. Nothing herein creates a debt of EF in violation of Ark. Const. art. 12, § 4 or art. 16, § 1. EF's obligations are subject to annual appropriation. Any obligation to pay interest is limited by Arkansas usury law, and any amount in excess is reduced to the maximum lawful rate.

11.8 Illegal Exaction; Gifts; Ethics. No funds provided hereunder may be used in violation of Arkansas illegal exaction, gifts, or ethics laws. DFC certifies that no gratuities or kickbacks were offered or provided to secure this MOU.

11.9 Conflicts of Interest. DFC will disclose any actual or potential conflicts of interest and adopt measures reasonably satisfactory to EF to mitigate such conflicts.

11.10 Independent Contractor; No Agency. DFC is an independent contractor and has no authority to bind EF.

11.11 Severability; Waiver. If any provision is held invalid, the remainder remains enforceable. No waiver is effective unless in writing and signed, and no waiver of a breach is a waiver of any other breach.

11.12 Counterparts; Electronic Signatures. This MOU may be executed in counterparts, including by electronic signature, each deemed an original and together one instrument.

11.13 No Arbitration; Immunities Preserved. Disputes will be resolved in the courts identified in Section 11.4; binding arbitration is not authorized. Nothing herein waives EF's sovereign or governmental immunities.

Kelly Rich, Executive Director
Downtown Fayetteville Coalition

Ryan Hauck, CEO
Experience Fayetteville

Date

Date

Brian Crowne, President
Downtown Fayetteville Coalition

Elvis Moya, Chairperson
A&P Commission

Date

Date

Exhibit A – Annual Workplan and Budget Framework

A-1 Four-Events Program. Concept briefs; timeline; itemized budget for \$26,500; proposed non-peak scheduling; creative outline; anticipated tourism impacts; marketing integration with EF.

A-2 LOTO. Workplan; timeline; itemized budget for \$17,500; coordination with City; safety and accessibility plan; creative updates (if any).

A-3 Cross-Street Banners. Annual plan; installation/maintenance schedule; vendor quotes; EF cost approvals; safety standards.

A-4 Kiosks (three). Maintenance plan; content update schedule; vendor quotes; EF cost approvals.

Exhibit B – Reporting Templates

B-1 Monthly/Quarterly Progress Report Template.

B-2 Post-Event Report Template (attendance, vendor mix, earned media, budget actuals, and tourism indicators).

B-3 Annual Outcomes Summary.



Staffing Services Agreement

This Staffing Services Agreement (“Agreement”) is entered into as of December 15, 2025, by and between the Fayetteville Advertising & Promotion Commission, d/b/a Experience Fayetteville, an Arkansas advertising and promotion commission (“EF” or the “Commission”), and Downtown Fayetteville Center, an Arkansas nonprofit corporation (“DFC,” and together with EF, the “Parties”).

1. Purpose; Background.

EF desires to support DFC’s continued development and delivery of downtown programming and operations by funding specified staffing resources for a one-year term, with the intent—subject to future appropriations and Commission approval—to continue support for a three-year period, consistent with the Commission’s November 2025 direction. DFC will employ and supervise designated personnel to perform services that support DFC’s mission and EF’s tourism and economic development objectives.

2. Term.

The term of this Agreement begins on January 1, 2026 and ends on December 31, 2026 (the “Term”). The Parties anticipate annual renewal, subject to EF appropriation and approval, DFC performance, and mutual agreement.

3. Services; Positions Funded.

3.1 DFC will employ and supervise personnel to perform the services described in Exhibit A (the “Services”). Positions funded under this Agreement include: (a) Executive Director; (b) Events Manager; and (c) contracted labor for Lights of the Ozarks (“LOTO”) (collectively, the “Funded Positions”).

3.2 Consistent with Commission direction, personnel transitions previously discussed by the Parties, including the transition of Bell and Rich from EF to DFC employment effective January 1, 2026, are acknowledged. DFC is the employer of record and retains all hiring, supervision, evaluation, compensation, benefits, and termination decisions for Funded Positions, subject to the performance expectations in this Agreement.

4. Funding; Use of Funds.

4.1 EF will provide funding in the amount of One Hundred Fifty-Nine Thousand Five Hundred Dollars (\$159,500) for the Term (the “Staffing Funds”). The Staffing Funds are restricted to salary, wages, payroll taxes, and to contracted labor for LOTO, as detailed in Exhibit B.

4.2 Disbursement. EF will disburse the Staffing Funds in monthly installments against invoices and required reporting under Section 6. Unexpended funds at Term end will be returned to EF within thirty (30) days unless otherwise approved in writing.

4.3 No Commingling; Records. DFC will track and account for the Staffing Funds separately and maintain records sufficient to demonstrate compliance with this Section 4.

5. Expectations for Continued Support; No Guarantee. The Parties acknowledge the Commission’s intent to support DFC staffing for a minimum of one year, subject to annual appropriation, performance, and approval. This Section expresses current expectations only and does not constitute a binding commitment for future years. EF may elect to continue, modify, or discontinue funding for any subsequent year in its sole discretion. 5.1 Clarification of Expectations. DFC acknowledges that generalized or non-specific financial expectations (including terms such as “increase revenue,” “positive ROI,” or similar) are aspirational and not binding performance metrics unless expressly and objectively defined in Exhibit C. Failure to satisfy any such generalized expectations does not obligate EF to continue funding, and satisfaction of such expectations does not guarantee continued funding.

5.2 Conditions to Consideration of Renewal. EF’s consideration of any future-year funding will be based on objective, measurable criteria identified in Exhibit C, DFC’s timely reporting under Section 6, overall program performance, and the availability and appropriation of funds, all as determined by the Commission in its sole discretion.

6. Reporting; Performance.

6.1 Monthly Reports. DFC will submit monthly reports summarizing: staffing status; key activities and outcomes; LOTO contracted labor utilization; progress against performance metrics in Exhibit C; and a statement of Staffing Funds expenditures to date.

6.2 Annual Summary. Within thirty (30) days after Term end, DFC will provide a written summary of outcomes, KPI performance, and a final accounting of Staffing Funds.

6.3 Cooperation. DFC will coordinate with EF staff on branding, promotion, and tourism-related objectives, consistent with EF’s destination marketing mission.

7. Compliance; Independent Contractor.

DFC is an independent contractor and not an agent, partner, joint venturer, or employee of EF. DFC is solely responsible for employment compliance, including wage and hour, benefits, and employment taxes, and for complying with all applicable laws and ordinances.

8. Audit; Records.

DFC will maintain true and accurate books and records related to the Staffing Funds and Services for five (5) years and will make such records available to EF, or its designee, upon reasonable notice for audit and inspection.

9. Insurance; Indemnification.

9.1 Insurance. DFC will maintain customary nonprofit general liability, workers’ compensation, employer’s liability, and, if professional services are provided, professional liability insurance, with coverage limits acceptable to EF and evidence of coverage provided upon request. DFC’s insurance shall be primary and non-contributory to any coverage maintained by EF.

9.2 Indemnification by DFC. To the fullest extent permitted by Arkansas law, DFC will defend, indemnify, and hold harmless EF, the City of Fayetteville, and their respective commissioners, officers, employees, and agents from and against any and all third-party claims, demands, suits, damages, liabilities, judgments, fines, penalties, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) DFC’s performance of the Services; (b) the acts or omissions of DFC or its employees, contractors, or volunteers; (c) employment-related claims by or on behalf of personnel employed by DFC; and (d) infringement or misappropriation of intellectual property by materials provided by DFC; except to the extent caused by the gross negligence or willful misconduct of EF.

9.3 Indemnification by EF. To the extent (and only to the extent) expressly permitted by Arkansas law and without waiving sovereign immunity, EF will be responsible for its own gross negligence or willful misconduct. Nothing in this Agreement shall be construed as EF indemnifying DFC, agreeing to defend DFC, or assuming any obligation to pay damages, costs, fees, or judgments beyond funds duly appropriated and available for such purpose.

9.4 Procedures; Settlement. The party seeking indemnity will promptly tender written notice of any claim; failure to give prompt notice will reduce the indemnity only to the extent of actual prejudice. The indemnifying party shall have the right to select counsel reasonably acceptable to the indemnitee and control the defense, provided no settlement imposing non-monetary obligations on the indemnitee or admitting fault of the indemnitee may be entered without the indemnitee's prior written consent (not unreasonably withheld).

9.5 Survival. The obligations in this Section 9 survive expiration or termination of this Agreement.

9.6 Immunities Preserved. Nothing herein waives, limits, or modifies EF's sovereign immunity under Ark. Const. art. 5, § 20, the City's tort immunity under Ark. Code Ann. § 21-9-301, or any other immunities, defenses, or limitations of liability.

10. Public Records; Publicity.

10.1 Public Records. DFC acknowledges that EF is subject to the Arkansas Freedom of Information Act. EF will respond to FOIA requests in accordance with applicable law.

10.2 Branding/Marks. DFC will coordinate with EF on any use of EF's name or marks; any EF branding usage requires EF's prior written approval.

11. Appropriation; Termination.

11.1 Non-Appropriation. EF's payment obligations are contingent upon annual appropriation of funds by the Commission. If funds are not appropriated, EF may terminate without further liability upon notice.

11.2 Termination for Convenience. EF may terminate for convenience upon thirty (30) days' written notice.

11.3 Termination for Cause. Either Party may terminate for material breach not cured within thirty (30) days after written notice.

11.4 Effect of Termination. Upon termination, DFC will cease incurring costs chargeable to the Staffing Funds and return any unexpended funds within thirty (30) days.

12. Miscellaneous.

12.1 Assignment; Subcontracting. DFC may not assign this Agreement or subcontract material obligations without EF's prior written consent. Any permitted assignment or subcontracting does not relieve DFC of responsibility.

12.2 Entire Agreement; Order of Precedence. This Agreement, including Exhibits A–C, is the entire agreement and supersedes prior discussions. In the event of conflict, the body of this Agreement controls over the Exhibits.

12.3 Amendments; No Oral Modifications. Amendments must be in writing and signed by both Parties; no oral statements modify this Agreement.

12.4 Governing Law; Venue; Jury Trial. Arkansas law governs. Exclusive venue lies in the state courts of Washington County, Arkansas. Each Party waives trial by jury to the extent permitted by law.

12.5 Notices. Notices must be in writing and delivered personally, by certified mail (return

receipt requested), or nationally recognized overnight courier to the addresses below (or as updated by notice) and are deemed given as of receipt.

12.6 Compliance; E-Verify; Non-Discrimination. DFC will comply with applicable federal, state, and local laws, including Ark. Code Ann. § 11-10-208 and federal E-Verify for employees assigned to the Services, and will not discriminate on any unlawful basis.

12.7 No Debt; Non-Appropriation; Usury. Nothing herein creates a debt of EF in violation of Ark. Const. art. 12, § 4 or art. 16, § 1. EF's obligations are subject to annual appropriation. Any obligation to pay interest is limited by Arkansas usury law, and any amount in excess is reduced to the maximum lawful rate.

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12.12 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signature, each deemed an original and together one instrument.

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Kelly Rich, Executive Director
Downtown Fayetteville Coalition

Ryan Hauck, CEO
Experience Fayetteville

Date

Date

Brian Crowne, President
Downtown Fayetteville Coalition

Elvis Moya, Chairperson
A&P Commission

Date

Date

Exhibit A – Scope of Services (Staffing Agreement)

A-1 Executive Director. Provide strategic leadership, partnership development, stakeholder engagement, fundraising support, oversight of events and placemaking initiatives, and alignment of DFC work with EF's tourism objectives.

A-2 Events Manager. Plan and execute DFC events and activations; coordinate logistics, permitting, vendor management, and cross-promotion with EF; prioritize non-peak tourism periods.

A-3 LOTO Contracted Labor. Manage seasonal contracted labor for LOTO setup, operations, and teardown.

A-4 Coordination. Participate in regular coordination meetings with EF; provide content inputs for EF marketing; ensure brand alignment and data sharing for tourism impact reporting.

Exhibit B – Budget and Allowable Costs (Staffing Agreement)

B-1 Total Staffing Funds: \$159,000 for the Term.

B-2 Allowable Costs: salaries, wages, employer payroll taxes, and contracted labor costs for LOTO; no capital expenditures; no unrelated overhead not allocable to the Services.

B-3 Invoicing: monthly invoices itemizing costs by position and category, with year-to-date totals and supporting documentation as requested.

Exhibit C – Performance Metrics and Reporting Templates (Staffing Agreement)

C-1 Illustrative KPIs: delivery of agreed event calendar; on-time execution; stakeholder satisfaction; growth in attendance for targeted events; activation in non-peak months; timely reporting and budget adherence.

C-2 Templates: monthly report template; final outcomes and financial summary template.

**FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION
2026 PROPOSED BUDGET**

APPROPRIATION DOCUMENT

| REVENUES | FY2026 BUDGET |
|---|------------------------|
| EF - GRANT REVENUE (DS ART COURT) | \$ 81,800.00 |
| EF - VISITOR CENTER REVENUE | \$ 44,000.00 |
| EF - HMR TAXES | \$ 5,466,542.00 |
| EF - INTEREST | \$ 50,000.00 |
| TC - EVENT REVENUE | \$ 793,500.00 |
| TC - PARKING REVENUE | \$ 58,000.00 |
| TC - INTEREST | \$ 100.00 |
| TOTAL REVENUE | \$ 6,493,942.00 |
| | |
| EXPENDITURES - EF | FY2026 BUDGET |
| EF - ADVERTISING | \$ 947,830.00 |
| EF - PUBLICATIONS /PROMOTIONS | \$ 107,805.00 |
| EF - TECHNOLOGY | \$ 154,226.00 |
| EF - RESEARCH | \$ 54,750.00 |
| EF - PUBLIC RELATIONS | \$ 154,800.00 |
| EF - TRADE / TRAVEL SHOWS | \$ 105,074.00 |
| EF - MEETINGS / CONFERENCES | \$ 110,620.00 |
| EF - INQUIRY RESPONSE | \$ 16,400.00 |
| EF - ASSOCIATIONS | \$ 41,907.00 |
| EF - PARTNERSHIPS | \$ 381,700.00 |
| EF - CONTINGENCIES | \$ 10,000.00 |
| EF - PERSONNEL | \$ 1,240,875.46 |
| EF - OFFICE / BOARD EXPENSES | \$ 9,700.00 |
| EF - ACCOUNTING / LEGAL FEES | \$ 65,900.00 |
| EF - HMR COLLECTION FEES | \$ 109,339.62 |
| EF - INSURANCE | \$ 40,400.00 |
| EF - UTILITIES | \$ 32,280.00 |
| EF - FACILITIES | \$ 48,000.00 |
| EF - EMPLOYEE RELATIONS | \$ 8,900.00 |
| EF - VISITOR CENTER | \$ 40,575.00 |
| EF - COMMUNITY FUNDING (T2,DS ART COURT) | \$ 281,800.00 |
| EF - COMMUNITY EVENT INCENTIVES / FAVORITEVILLE | \$ 150,840.00 |

**FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION
2026 PROPOSED BUDGET**

APPROPRIATION DOCUMENT

| | |
|--|------------------------|
| EF - WALKER STONE HOUSE | \$ 22,500.00 |
| EF - OTHER (BONDS, RESERVES) | \$ 820,500.00 |
| DFC - COMMUNITY EVENTS | \$ 44,000.00 |
| DFC - SUPPORT | \$ 159,500.00 |
| EXPENDITURES - TC | |
| TC - DIRECT VENUE EXPENDITURES | \$ 129,000.00 |
| TC - PERSONNEL | \$ 855,383.92 |
| TC - OFFICE EXPENSES | \$ 8,825.00 |
| TC - ACCOUNTING / LEGAL | \$ 16,411.00 |
| TC - MARKETING / ADVERTISING | \$ 22,500.00 |
| TC - TECHNOLOGY | \$ 15,750.00 |
| TC - MEETINGS / CONFERENCES | \$ 15,000.00 |
| TC - ASSOCIATIONS | \$ 2,000.00 |
| TC - INSURANCE | \$ 9,500.00 |
| TC - RENT | \$ 39,850.00 |
| TC- UTILITIES | \$ 90,000.00 |
| TC - FACILITIES | \$ 127,500.00 |
| TC - EMPLOYEE RELATIONS | \$ 2,000.00 |
| TOTAL EXPENDITURES | \$ 6,493,942.00 |
| | |
| NET OPERATING SURPLUS / (DEFICIT) | \$ - |
| | |
| CAPITAL EXPENSES | |
| EF - CAPITAL EXPENDITURES | \$ 70,000.00 |
| TC - CAPITAL EXPENDITURES | \$ 170,000.00 |
| TOTAL EXPENDITURES | \$ 240,000.00 |

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET

APPROPRIATION DOCUMENT

| CX CYCLING LEGACY FUNDS | FY2025 BUDGET | FY2026 BUDGET |
|--|----------------------|----------------------|
| I. REVENUE | | |
| A. CYCLOCROSS LEGACY FUNDING (Beg. Bal.) | \$ 699,316.00 | \$ 474,316.00 |
| B. EVENT REVENUE (Sponsorships, Admission) | \$ - | \$ - |
| C. INTEREST | \$ 10,000.00 | \$ 7,000.00 |
| D. OTHER REVENUE | \$ - | \$ - |
| CX TOTAL REVENUE | \$ 709,316.00 | \$ 481,316.00 |
| | | |
| EXPENSES | | |
| | | |
| I. CX EVENTS | | |
| A. EVENT PRODUCTION COSTS | \$ 225,000.00 | \$ 225,000.00 |
| B. EVENT PRODUCTION COSTS | \$ - | \$ - |
| C. EVENT PRODUCTION COSTS | \$ - | \$ - |
| TOTAL | \$ 225,000.00 | \$ 225,000.00 |
| | | |
| II. CYCLING SPONSORSHIPS | | |
| A. LOCAL TEAM SUPPORT | \$ - | \$ 10,000.00 |
| B. LOCAL EVENT SUPPORT | \$ 10,000.00 | \$ 10,000.00 |
| TOTAL | \$ 10,000.00 | \$ 20,000.00 |
| | | |
| III. OTHER CYCLING EXPENSE | | |
| A. MEETINGS | \$ - | \$ 1,000.00 |
| B. MARKETING | \$ 20,000.00 | \$ - |
| C. TRAVEL | \$ - | \$ 2,500.00 |
| TOTAL | \$ - | \$ 3,500.00 |
| | | |
| CX TOTAL EXPENSES | \$ 235,000.00 | \$ 248,500.00 |
| | | |
| CX FUND BALANCE | \$ 474,316.00 | \$ 232,816.00 |

**FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION
2026 PROPOSED OPERATING BUDGET**

| TYPE | 2025 BUDGET | 2026 BUDGET |
|-----------------------------|--------------|--------------|
| A. UNIFIED | \$ 1,692,956 | \$ 2,085,112 |
| B. TOWN CENTER (net) | \$ 625,962 | \$ 482,120 |
| C. DFC | \$ 225,407 | \$ 203,500 |
| D. ADMINISTRATION | \$ 1,525,565 | \$ 1,555,395 |
| E. OTHER | \$ 1,214,750 | \$ 1,190,415 |
| TOTAL | \$ 5,284,640 | \$ 5,516,542 |
| F. EF REVENUE | \$ 5,284,640 | \$ 5,516,542 |
| NET GAIN (LOSS) | \$ - | \$ 0 |

NON - OPERATING BUDGET EXPENDITURES

| TYPE | 2025 BUDGET | 2026 BUDGET |
|--------------------------------|--------------|-------------|
| G. CAPITAL EXPENDITURES | \$ 1,081,500 | \$ 240,000 |
| H. DEPRECIATION | \$ 110,000 | \$ 150,000 |
| TOTAL | \$ 1,191,500 | \$ 390,000 |

Accounting Check:

| | |
|----------------------|--------------|
| Total Revenue \$ | 6,493,942.00 |
| Total Expenditure \$ | 6,493,942.00 |
| Net \$ | 0.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|---|----------------------|----------------------|
| PROPOSED | | |
| A. UNIFIED PROGRAM | FY2025 BUDGET | FY2026 BUDGET |
| I. ADVERTISING | | |
| A. OUTSIDE AGENCY - Creative, Digital Marketing, Website, Social | \$ 543,000.00 | \$ 700,000.00 |
| B. MICE CREATIVE - 4 events | \$ - | \$ 65,000.00 |
| C. IN HOUSE PAID SOCIAL | \$ - | \$ 18,030.00 |
| D. SALES/ADVERTISING OPPORTUNITIES | \$ 30,900.00 | \$ 35,000.00 |
| E. IN HOUSE CREATIVE | \$ 30,000.00 | \$ 5,000.00 |
| F. U OF A - ADVERTISING | \$ 45,000.00 | \$ 50,000.00 |
| G. CO-OP ADVERTISING - ARKANSAS | \$ - | \$ 20,000.00 |
| H. LINKED IN / INDEED / JOB ADVERTISEMENTS | \$ - | \$ 800.00 |
| I. SOCIAL MEDIA CONTRACT LABOR | | \$ 50,000.00 |
| J. ALE TRAIL, LEGACY RESTAURANTS, FRW | \$ 21,000.00 | \$ 4,000.00 |
| TOTAL | \$ 669,900.00 | \$ 947,830.00 |
| II. PUBLICATIONS /PROMOTIONS | | |
| A. BROCHURES | \$ 19,800.00 | \$ 24,980.00 |
| B. GUIDES | \$ 120,000.00 | \$ 31,625.00 |
| C. SPONSOR BANNERS | \$ 46,600.00 | \$ 17,500.00 |
| D. ANNUAL REPORT | \$ - | \$ 5,000.00 |
| E. PROMOTIONAL ITEMS | \$ 25,000.00 | \$ 27,500.00 |
| F. REGIONAL SPONSORSHIPS | \$ - | \$ 1,200.00 |
| TOTAL | \$ 211,400.00 | \$ 107,805.00 |
| III. TECHNOLOGY | | |
| A. COMPUTER SERVICE, SOFTWARE, TRAINING | \$ 35,721.00 | \$ - |
| i. Adobe, Barberstock, Dropbox, Chat GPT, Zoom, TravelStorys | | \$ 11,665.00 |
| ii. Marketing Software - Dash, Mailchimp, WISTIA, Canva | | \$ 13,431.00 |
| iii. Sales Software - Tempest proposal calc, LinkedIn Pro | | \$ 4,500.00 |
| iv. Hootboard | | \$ 2,500.00 |
| iv. Slack | | \$ 2,500.00 |
| B. DEST INTL - DI CALCULATOR | \$ - | \$ 8,750.00 |
| C. WEBSITE | \$ 14,350.00 | \$ 29,000.00 |
| D. TEKTRONDZ IT SERVICE SUPPORT | \$ 51,600.00 | \$ 59,880.00 |
| E. IDSS - CRM | \$ - | \$ 12,500.00 |
| F. COMPUTER HARDWARE | \$ 13,700.00 | \$ 9,500.00 |
| TOTAL | \$ 115,371.00 | \$ 154,226.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|--|----------------------|----------------------|
| PROPOSED | | |
| A. UNIFIED PROGRAM | FY2025 BUDGET | FY2026 BUDGET |
| IV. RESEARCH | | |
| A. ARRIVALIST | \$ 45,000.00 | \$ 21,750.00 |
| B. STR REPORT | \$ 10,500.00 | \$ 10,500.00 |
| C. PLACER AI / ZARTICO | \$ - | \$ 22,500.00 |
| D. DESTINATION MASTER PLAN | \$ 25,000.00 | \$ - |
| TOTAL | \$ 80,500.00 | \$ 54,750.00 |
| V. PUBLIC RELATIONS | | |
| A. PR FIRM RETAINER | \$ 38,000.00 | \$ 86,000.00 |
| B. PRESS TRIPS | \$ 10,000.00 | \$ 12,000.00 |
| C. INDIVIDUAL FAMs | \$ 25,000.00 | \$ 37,500.00 |
| D. VANNY EXPENSES | \$ 13,200.00 | \$ 7,800.00 |
| E. IMM & OUTDOOR MEDIA SUMMIT | \$ - | \$ 10,000.00 |
| F. MISC EXPENSES | \$ 22,175.00 | \$ 1,500.00 |
| TOTAL | \$ 108,375.00 | \$ 154,800.00 |
| VI. TRADE / TRAVEL SHOWS | | |
| A. AMERICAN BUS ASSOC | \$ 27,800.00 | \$ 5,200.00 |
| B. AMERICAN CUP | \$ - | \$ 4,500.00 |
| C. US IPW | \$ - | \$ 5,000.00 |
| D. DMA WEST CEO SUMMIT | \$ - | \$ 3,500.00 |
| E. EXTRA SHOW / COSTS | \$ 48,360.00 | \$ 5,200.00 |
| F. DEST INTL - CEO SUMMIT | \$ - | \$ 3,900.00 |
| G. DEST INTL - CONVENTION SALES & SERVICE | \$ 3,700.00 | \$ 13,250.00 |
| H. SMALL MARKET MEETINGS | \$ 12,145.00 | \$ 2,500.00 |
| I. TRAVEL SOUTH | \$ - | \$ 4,800.00 |
| J. SELECT BANK | \$ - | \$ 2,600.00 |
| K. SOUTH CENTRAL MOTORCOACH | \$ - | \$ 1,200.00 |
| L. SOUTHEAST TOURISM SOCIETY | \$ - | \$ 5,200.00 |
| M. SKAL | \$ - | \$ 3,250.00 |
| N. CONNECT MARKETPLACE | \$ - | \$ 2,500.00 |
| O. ASAE | \$ - | \$ 3,700.00 |
| P. TEAMS | \$ - | \$ 3,000.00 |
| Q. SPORTS ETA | \$ - | \$ 4,000.00 |
| R. US SPORTS CONFERENCE | \$ - | \$ 3,000.00 |
| S. SPORTS - THE RELATIONSHIP CONFERENCE | \$ - | \$ 3,500.00 |
| T. SEC MEDIA DAYS | \$ - | \$ 3,500.00 |
| U. TRAVEL & ADVENTURE SHOW | \$ - | \$ 4,000.00 |
| V. IMEX | \$ - | \$ 3,000.00 |
| W. SPONSORSHIP OPPORTUNITIES | \$ - | \$ 10,000.00 |
| X. MILEAGE | \$ - | \$ 4,774.00 |
| TOTAL | \$ 92,005.00 | \$ 105,074.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|--|----------------------|----------------------|
| PROPOSED | | |
| A. UNIFIED PROGRAM | FY2025 BUDGET | FY2026 BUDGET |
| VII. MEETINGS / CONFERENCES | | |
| A. GOV CONF | \$ 3,775.00 | \$ 15,000.00 |
| B. RETREATS | \$ - | \$ 2,500.00 |
| C. PROFESSIONAL DEVELOPMENT | \$ 5,265.00 | \$ 27,870.00 |
| D. TOUR OPERATOR FAM | \$ 2,500.00 | \$ 35,000.00 |
| E. SITE VISITS | \$ 1,950.00 | \$ 3,250.00 |
| F. BRANDED APPARREL | \$ 2,900.00 | \$ 5,000.00 |
| G. CLIENT MEETINGS | \$ - | \$ 22,000.00 |
| TOTAL | \$ 16,390.00 | \$ 110,620.00 |
| VIII. INQUIRY RESPONSE | | |
| A. POSTAGE / BULK / FIRST CLASS | \$ 7,200.00 | \$ 15,000.00 |
| B. MISCELLANEOUS SHIPPING / TEMP SERVICE | \$ 1,350.00 | \$ 1,400.00 |
| TOTAL | \$ 8,550.00 | \$ 16,400.00 |
| IX. ASSOCIATIONS | | |
| A. NATIONAL TOUR ASSOCIATION | \$ - | \$ 500.00 |
| B. US TRAVEL ASSOC | \$ - | \$ 1,800.00 |
| C. AMERICAN BUS ASSOC | \$ 580.00 | \$ 800.00 |
| D. AR HOSITALITY ASSOC | \$ 175.00 | \$ 500.00 |
| E. SOUTHEAST TOURISM SOCIETY | \$ 1,100.00 | \$ 375.00 |
| F. NORTH ARKANSAS TOURISM ASSOC (NATA) | \$ 10,000.00 | \$ 10,000.00 |
| G. OTHER | \$ 460.00 | \$ 3,457.00 |
| H. ARKANSAS ASSOC OF CVBs | \$ 1,500.00 | \$ 1,500.00 |
| I. FAYETTEVILLE CHAMBER OF COMMERCE | \$ 500.00 | \$ 500.00 |
| J. AR TOURISM DEVELOPMENT FDN | \$ 150.00 | \$ 150.00 |
| K. DESTINATION INTERNATIONAL | \$ 7,300.00 | \$ 8,025.00 |
| L. BUTTERFIELD NATL HISTORIC TRAIL ASSOC | \$ 500.00 | \$ 500.00 |
| M. FAYETTEVILLE INDEP RESTAURANT ALLIANCE | \$ 5,000.00 | \$ 10,000.00 |
| N. ROTARY CLUB | \$ 800.00 | \$ 800.00 |
| O. CITIES OF THE SEC | \$ 3,000.00 | \$ 3,000.00 |
| TOTAL | \$ 31,065.00 | \$ 41,907.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|--|------------------------|------------------------|
| PROPOSED | | |
| A. UNIFIED PROGRAM | FY2025 BUDGET | FY2026 BUDGET |
| X. PARTNERSHIPS | | |
| A. SPORTS INCENTIVES - GENERAL | \$ 92,500.00 | \$ 67,000.00 |
| B. ALL SPORTS PRODUCTIONS | \$ 36,000.00 | \$ 40,000.00 |
| C. US PRO CUP MTB | \$ 15,000.00 | \$ 20,000.00 |
| D. NICA STATE CHAMPIONSHIP | \$ - | \$ 20,000.00 |
| E. RAGNAR RELAY | \$ 5,000.00 | \$ 8,000.00 |
| F. GRIT MTB FESTIVAL | \$ 7,500.00 | \$ 5,500.00 |
| G. AR YOUTH EXPO | \$ 5,000.00 | \$ 5,000.00 |
| H. MUSIC CITIES CONVENTION | \$ 125,500.00 | \$ - |
| I. MICE / SMERF (MEETINGS IN 2025 BUDGET) | \$ 38,900.00 | \$ 120,200.00 |
| J. CTA - HOSPITALITY IN A HEARTBEAT | \$ 4,000.00 | \$ 32,500.00 |
| K. SPORTS CLUB SPONSORSHIPS | \$ 10,000.00 | \$ - |
| L. CITY OF FAYETTEVILLE - PARKS DEPARTMENT - SIGNAGE | \$ 10,000.00 | \$ 3,000.00 |
| M. FIREWORKS | \$ 10,000.00 | \$ - |
| N. GATEWAY SIGNAGE | \$ - | \$ - |
| O. MT SEQUOYAH | \$ - | \$ 10,500.00 |
| P. WAC - LEVON HELM COLLECTION | \$ - | \$ - |
| Q. WHEEL THE WORLD | \$ - | \$ 35,000.00 |
| R. INDUSTRY SUPPORT AND PARTNERSHIPS | \$ - | \$ 15,000.00 |
| TOTAL | \$ 359,400.00 | \$ 381,700.00 |
| XI. CONTINGENCY | \$ - | \$ 5,000.00 |
| XII. DISASTER CONTINGENCY | \$ - | \$ 5,000.00 |
| TOTAL | \$ 1,692,956.00 | \$ 2,085,112.00 |

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET

| PROPOSED | | |
|---|----------------------|----------------------|
| B. TOWN CENTER OPERATIONS | FY2025 BUDGET | FY2026 BUDGET |
| I. REVENUE | | |
| A. FACILITY RENTAL | \$ 462,000.00 | \$ 530,000.00 |
| B. RENTAL ITEMS | \$ 46,500.00 | \$ 77,000.00 |
| C. ALCOHOL SALES | \$ 50,000.00 | \$ 82,000.00 |
| D. RENTAL SERVICES | \$ 92,000.00 | \$ 95,000.00 |
| E. OTHER EVENT INCOME | \$ 8,700.00 | \$ 9,500.00 |
| F. PARKING REVENUE | \$ 48,000.00 | \$ 58,000.00 |
| G. CHECKING ACCOUNT INTEREST | \$ 100.00 | \$ 100.00 |
| TOTAL | \$ 707,300.00 | \$ 851,600.00 |
| EXPENSES | | |
| I. DIRECT VENUE EXPENSES | | |
| A. LINENS | \$ 13,000.00 | \$ 13,500.00 |
| B. ALCOHOL | \$ 18,000.00 | \$ 20,000.00 |
| C. BAR SUPPLIES | \$ 5,000.00 | \$ 4,500.00 |
| D. RENTAL SERVICES | \$ 90,000.00 | \$ 89,000.00 |
| E. OTHER EVENT EXPENSES | \$ 25,000.00 | \$ 2,000.00 |
| TOTAL | \$ 151,000.00 | \$ 129,000.00 |
| II. TC PERSONNEL | | |
| \$ 689,102.00 \$ 737,383.92 | | |
| A. VP STRATEGIC INITIATIVES - WILSON | | |
| B. EVENT SERVICES DIRECTOR - JANNATI | | |
| C. SALES DIRECTOR - STROUPE | | |
| D. EVENT SERVICES MANAGER - REED | | |
| E. EVENT SERVICES COORDINATOR - STEWART | | |
| F. EVENT SERVICES COORDINATOR II - COURTWAY | | |
| G. PT EVENT SERVICES COORD - LETCHFORD | | |
| H. PT MARKETING COORDINATOR - DAY | | |
| I. DIRECTOR OF FACILITIES - CALLAHAN BARILE (85%) | | |
| J. FACILITIES COORDINATOR - SAMPLE | | |
| K. PT CUSTODIAN - WEST (50%) | | |
| L. CONTRACT LABOR | \$ 120,000.00 | \$ 118,000.00 |
| III. OFFICE EXPENSES | | |
| A. OFFICE EXPENSES | \$ 5,800.00 | \$ 8,400.00 |
| B. OTHER EXPENSES - SUBSCRIPTIONS | \$ 100.00 | \$ 425.00 |
| TOTAL | \$ 5,900.00 | \$ 8,825.00 |

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET

| PROPOSED | | |
|--|----------------------|----------------------|
| B. TOWN CENTER OPERATIONS | FY2025 BUDGET | FY2026 BUDGET |
| IV. ACCOUNTING / LEGAL FEES | | |
| A. CREDIT CARD FEES | \$ 5,000.00 | \$ 7,300.00 |
| B. BUSINESS TAXES & LICENSES | \$ 8,750.00 | \$ 9,111.00 |
| TOTAL | \$ 13,750.00 | \$ 16,411.00 |
| V. EQUIPMENT (NON CAPITAL) | | |
| A. TABLES, CHAIRS | \$ 4,170.00 | \$ - |
| B. BAR SHELLS | \$ 5,000.00 | |
| C. STAGE NODES, TABLE CLIPS | \$ 6,000.00 | |
| D. KITCHEN EQUIPMENT | \$ 3,000.00 | \$ - |
| TOTAL | \$ 18,170.00 | \$ - |
| VI. MARKETING & ADVERTISING | | |
| A. ADVERTISING | \$ 10,670.00 | \$ 12,500.00 |
| B. PUBLICATIONS / PROMOTIONS | \$ 6,500.00 | \$ 10,000.00 |
| TOTAL | \$ 17,170.00 | \$ 22,500.00 |
| VII. TECHNOLOGY | | |
| A. SOFTWARE - mazevo, adobe, social tables | \$ 20,760.00 | \$ 8,150.00 |
| B. WEBSITE | \$ 1,500.00 | \$ 500.00 |
| C. HARDWARE | \$ 7,500.00 | \$ 6,500.00 |
| D. TEKTRONDZ IT SERVICE SUPPORT | \$ 12,680.00 | \$ 600.00 |
| TOTAL | \$ 42,440.00 | \$ 15,750.00 |
| VIII. MEETINGS / CONFERENCES | | |
| A. GOV CONF | \$ - | \$ - |
| B. SITE VISITS | \$ 1,200.00 | \$ 1,000.00 |
| C. PROFESSIONAL DEVELOPMENT | \$ 1,500.00 | \$ 8,000.00 |
| D. SMALL MARKET MEETINGS / ASAE | \$ 3,100.00 | \$ 5,000.00 |
| E. FIRST AID / CPR FOR STAFF | \$ - | \$ - |
| F. BRANDED APPAREL | \$ - | \$ 1,000.00 |
| TOTAL | \$ 5,800.00 | \$ 15,000.00 |
| IX. ASSOCIATIONS | | |
| A. IAVM PRO | \$ 650.00 | \$ 650.00 |
| B. OSHA MEMBERSHIP | \$ 500.00 | \$ 500.00 |
| C. SALES TEAM ASSOCIATION MEMBERSHIP | \$ 750.00 | \$ 350.00 |
| D. NEW MEMBERSHIP - TYLER | \$ - | \$ 500.00 |
| TOTAL | \$ 1,900.00 | \$ 2,000.00 |
| X. INSURANCE - Property | \$ 8,030.00 | \$ 9,500.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|---|------------------------|------------------------|
| PROPOSED | | |
| B. TOWN CENTER OPERATIONS | FY2025 BUDGET | FY2026 BUDGET |
| XI. RENT - Office Space | \$ 21,000.00 | \$ 39,850.00 |
| XII. UTILITIES | | |
| A. INTERNET / PHONE | \$ 17,000.00 | \$ 20,000.00 |
| B. ELECTRIC (less: City Solar Payment) | \$ 63,000.00 | \$ 50,000.00 |
| C. GAS | \$ 16,000.00 | \$ 14,000.00 |
| D. WATER | \$ 6,500.00 | \$ 6,000.00 |
| TOTAL | \$ 102,500.00 | \$ 90,000.00 |
| XIII. FACILITIES | | |
| A. REPAIRS & MAINTENANCE - TC | \$ 108,200.00 | \$ 101,500.00 |
| B. JANITORIAL SUPPLIES | \$ 25,000.00 | \$ 26,000.00 |
| TOTAL | \$ 133,200.00 | \$ 127,500.00 |
| XIV. EMPLOYEE RELATIONS | \$ 3,300.00 | \$ 2,000.00 |
| TOTAL TC EXPENSES | \$ 1,333,262.00 | \$ 1,333,719.92 |
| NET REVENUE (LOSS) | \$ (625,962.00) | \$ (482,119.92) |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|---|------------------------|------------------------|
| PROPOSED | | |
| C. DOWNTOWN FAYETTEVILLE COALITION | FY2025 BUDGET | FY2026 BUDGET |
| I. REVENUE | | |
| A. SUNDAYS ON THE SQUARE (SotS) | \$ 30,000.00 | \$ - |
| B. LIGHTS OF THE OZARKS (LOTO) | \$ 15,000.00 | \$ - |
| C. CITY OF FAYETTEVILLE CONTRACT | \$ 125,000.00 | \$ - |
| D. OTHER REVENUE | \$ - | \$ - |
| DFC TOTAL REVENUE | \$ 170,000.00 | \$ - |
| EXPENSES | | |
| I. COMMUNITY EVENTS | | |
| A. SUNDAYS ON THE SQUARE | \$ 53,000.00 | \$ 26,500.00 |
| B. LIGHTS OF THE OZARKS | \$ 36,000.00 | \$ 17,500.00 |
| C. OTHER EVENT EXPENSES | \$ - | \$ - |
| TOTAL | \$ 89,000.00 | \$ 44,000.00 |
| II. TC PERSONNEL | \$ 187,288.00 | \$ - |
| A. DFC EXECUTIVE DIRECTOR - RICH | | |
| B. COMMUNITY ENGAGEMENT MGR - BELL | | |
| C. CONTRACT LABOR | \$ 5,500.00 | \$ - |
| III. MARKETING & ADVERTISING | | |
| A. BANNERS - DOWNTOWN | \$ 3,000.00 | \$ - |
| TOTAL | \$ 3,000.00 | \$ - |
| IV. TECHNOLOGY | | |
| A. WEBSITE | \$ 150.00 | \$ - |
| TOTAL | \$ 150.00 | \$ - |
| V. MEETINGS / CONFERENCES | | |
| A. CONFERENCES - MAIN STREET, ETC | \$ 2,600.00 | \$ - |
| B. CLIENT MEETINGS | \$ 1,350.00 | \$ - |
| TOTAL | \$ 3,950.00 | \$ - |
| VI. ASSOCIATIONS | | |
| A. URBAN LAND INSTITUTE | \$ 270.00 | \$ - |
| TOTAL | \$ 270.00 | \$ - |
| IX. DIRECT PAY TO DFC | \$ 106,250.00 | \$ 159,500.00 |
| DFC TOTAL EXPENSES | \$ 395,408.00 | \$ 203,500.00 |
| DFC NET REVENUE (LOSS) | \$ (225,408.00) | \$ (203,500.00) |

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET

| PROPOSED | | |
|--|----------------------|----------------------|
| D. ADMINISTRATION | FY2025 BUDGET | FY2026 BUDGET |
| I. PERSONNEL | \$ 1,216,218.00 | \$ 1,280,265.46 |
| A. CEO - HAUCK | | |
| B. VP FINANCE - WALKER | | |
| C. PT ACCOUNTING COORDINATOR - HUNT | | |
| D. VP MARKETING & COMMUNICATIONS - VACANT | | |
| E. DIRECTOR BRAND STRATEGY - LANKFORD | | |
| F. MARKETING MANAGER - FREEMAN | | |
| G. TOURISM COORDINATOR (VC) - HARRELSON | | |
| H. VP SALES - ARCHER COPE | | |
| I. TOURISM SALES MANAGER - HALL | | |
| J. SPORTS SALES MANAGER - ROMERO | | |
| K. DIRECTOR ORGANIZATIONAL SERVICES - STOCKTON | | |
| L. VP HOSPITALITY & GROUP SALES - PENNINGTON | | |
| M. DIRECTOR OF FACILITIES - CALLAHAN BARILE (EF 15%) | | |
| N. PT CUSTODIAN - WEST (50%) | | |
| O. CONTRACT LABOR | \$ 9,500.00 | \$ 19,500.00 |
| P. SHORT TERM DISABILITY | \$ - | |
| Q. TASC FEES | \$ 1,100.00 | \$ 1,110.00 |
| R. ART COURT REIMBURSEMENT | \$ - | \$ (60,000.00) |
| | | |
| II. OFFICE/BOARD EXPENSES | | |
| A. EF OFFICE EXPENSES | \$ 14,800.00 | \$ 9,000.00 |
| B. OTHER EXPENSES - SUBSCRIPTIONS | \$ 700.00 | \$ 700.00 |
| TOTAL | \$ 15,500.00 | \$ 9,700.00 |
| | | |
| III. ACCOUNTING / LEGAL FEES | | |
| A. AUDIT FEES | \$ 34,000.00 | \$ 35,000.00 |
| B. ACCOUNTING FEES | \$ 14,500.00 | \$ 15,000.00 |
| C. LEGAL FEES | \$ 5,000.00 | \$ 10,000.00 |
| D. BANK FEES | \$ 400.00 | \$ 400.00 |
| E. CREDIT CARD FEES | \$ 2,500.00 | \$ 3,000.00 |
| F. BUSINESS TAXES & LICENSES | \$ 2,000.00 | \$ 2,500.00 |
| TOTAL | \$ 58,400.00 | \$ 65,900.00 |
| | | |
| IV. COLLECTION EXPENSES | | |
| A. HMR COLLECTION FEES | \$ 104,623.00 | \$ 109,339.62 |
| TOTAL | \$ 104,623.00 | \$ 109,339.62 |
| | | |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|---|------------------------|------------------------|
| PROPOSED | | |
| D. ADMINISTRATION | FY2025 BUDGET | FY2026 BUDGET |
| V. INSURANCE | | |
| A. PROPERTY INSURANCE | \$ 31,400.00 | \$ 35,400.00 |
| B. WORKERS COMPENSATION INSURANCE | \$ 4,650.00 | \$ 5,000.00 |
| TOTAL | \$ 36,050.00 | \$ 40,400.00 |
| | | |
| VI. UTILITIES | | |
| A. INTERNET / PHONE | \$ 14,305.00 | \$ 17,520.00 |
| B. ELECTRIC | \$ 12,800.00 | \$ 13,500.00 |
| C. WATER | \$ 1,200.00 | \$ 1,260.00 |
| TOTAL | \$ 28,305.00 | \$ 32,280.00 |
| | | |
| VII. FACILITIES | | |
| A. REPAIRS & MAINTENANCE - EF | \$ 47,469.00 | \$ 43,000.00 |
| B. JANITORIAL SUPPLIES | \$ 4,400.00 | \$ 5,000.00 |
| TOTAL | \$ 51,869.00 | \$ 48,000.00 |
| | | |
| VIII. EMPLOYEE RELATIONS | \$ 4,000.00 | \$ 8,900.00 |
| | | |
| TOTAL | \$ 1,525,565.00 | \$ 1,555,395.08 |

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET

DRAFT

E. OTHER ITEMS -

FY2025 BUDGET

FY2026 BUDGET

I. GRANT REVENUE

| | | |
|--|--------------|--------------|
| A. DICKSON STREET ART COURT GRANT (ending June 2027) | \$ 81,000.00 | \$ 81,800.00 |
|--|--------------|--------------|

II. VISITOR CENTER REVENUE

| | | |
|-------------|--------------|--------------|
| A. VC SALES | \$ 26,000.00 | \$ 40,000.00 |
|-------------|--------------|--------------|

| | | |
|----------------------|-------------|-------------|
| B. CONSIGNMENT SALES | \$ 4,000.00 | \$ 4,000.00 |
|----------------------|-------------|-------------|

| | | |
|--------------|---------------------|---------------------|
| TOTAL | \$ 30,000.00 | \$ 44,000.00 |
|--------------|---------------------|---------------------|

EXPENSES

I. VISITORS CENTER

| | | |
|----------------------------------|--------------|--------------|
| A. VISITOR CENTER GOODS FOR SALE | \$ 13,500.00 | \$ 24,675.00 |
|----------------------------------|--------------|--------------|

| | | |
|-----------------------------|--------------|--------------|
| B. VISITORS CENTER EXPENSES | \$ 14,250.00 | \$ 15,900.00 |
|-----------------------------|--------------|--------------|

| | | |
|--------------|---------------------|---------------------|
| TOTAL | \$ 27,750.00 | \$ 40,575.00 |
|--------------|---------------------|---------------------|

II. COMMUNITY FUNDING EXPENSES

| | | |
|--|---------------|---------------|
| A. THEATRESQUARED CONTRIBUTION (ending 2032) | \$ 200,000.00 | \$ 200,000.00 |
|--|---------------|---------------|

| | | |
|--|--------------|--------------|
| B. DICKSON STREET ART COURT GRANT (ending June 2027) | \$ 81,000.00 | \$ 81,800.00 |
|--|--------------|--------------|

| | | |
|--------------|----------------------|----------------------|
| TOTAL | \$ 281,000.00 | \$ 281,800.00 |
|--------------|----------------------|----------------------|

III. COMMUNITY EVENT INCENTIVES / FAVORITEVILLE FUND

| | | |
|-----------------------|------|--------------|
| A. FAVORITEVILLE FUND | \$ - | \$ 45,000.00 |
|-----------------------|------|--------------|

| | | |
|---------------------------------|--------------|--------------|
| B. CLINTON HOUSE MUSEUM SUPPORT | \$ 25,000.00 | \$ 17,500.00 |
|---------------------------------|--------------|--------------|

| | | |
|---|--------------|--------------|
| C. NWA EQUALITY - PRIDE FESTIVAL (ends in 2030) | \$ 28,500.00 | \$ 30,000.00 |
|---|--------------|--------------|

| | | |
|---------------------------|--------------|------|
| D. OZARK MUSIC INITIATIVE | \$ 10,000.00 | \$ - |
|---------------------------|--------------|------|

| | | |
|-----------------|--------------|--------------|
| E. OTHER EVENTS | \$ 96,500.00 | \$ 58,340.00 |
|-----------------|--------------|--------------|

| | | |
|--------------|----------------------|----------------------|
| TOTAL | \$ 160,000.00 | \$ 150,840.00 |
|--------------|----------------------|----------------------|

III. WALKER STONE HOUSE

| | | |
|--------------------------------|--------------|--------------|
| A. WSH - MAINTENANCE & REPAIRS | \$ 35,000.00 | \$ 20,000.00 |
|--------------------------------|--------------|--------------|

| | | |
|--------------------|------|-------------|
| B. WSH - UTILITIES | \$ - | \$ 2,500.00 |
|--------------------|------|-------------|

| | | |
|--------------|---------------------|---------------------|
| TOTAL | \$ 35,000.00 | \$ 22,500.00 |
|--------------|---------------------|---------------------|

IV. OTHER EXPENSES

| | | |
|--------------------------------|---------------|---------------|
| A. BOND PAYMENTS (ending 2039) | \$ 702,000.00 | \$ 700,500.00 |
|--------------------------------|---------------|---------------|

| | | |
|-------------------------------------|---------------|---------------|
| B. CONTRIBUTION TO CAPITAL RESERVES | \$ 100,000.00 | \$ 100,000.00 |
|-------------------------------------|---------------|---------------|

| | | |
|---|--------------|--------------|
| C. CITY OF FAY - ENERGY IMPROVEMENT REPAYMENT | \$ 20,000.00 | \$ 20,000.00 |
|---|--------------|--------------|

| | | |
|--------------|----------------------|----------------------|
| TOTAL | \$ 822,000.00 | \$ 820,500.00 |
|--------------|----------------------|----------------------|

| | | |
|--------------------|------------------------|------------------------|
| TOTAL OTHER | \$ 1,214,750.00 | \$ 1,190,415.00 |
|--------------------|------------------------|------------------------|

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET

| PROPOSED | | |
|-----------------------------------|------------------------|------------------------|
| F. REVENUE | FY2025 BUDGET | FY2026 BUDGET |
| I. HMR TAXES | \$ 5,231,140.00 | \$ 5,466,542.00 |
| II. OTHER REVENUE | | |
| A. BANNER INCOME | \$ 3,500.00 | \$ - |
| B. INVESTMENT & CHECKING INTEREST | \$ 50,000.00 | \$ 50,000.00 |
| TOTAL | \$ 53,500.00 | \$ 50,000.00 |
| | | |
| TOTAL REVENUE | \$ 5,284,640.00 | \$ 5,516,542.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|---|------------------------|----------------------|
| PROPOSED | | |
| G. CAPITAL EXPENDITURES - | FY2025 BUDGET | FY2026 BUDGET |
| I. EXPERIENCE FAYETTEVILLE CAPITAL | | |
| A. OFFICE REMODEL - 21 S BLOCK AVE | \$ 460,000.00 | \$ 10,000.00 |
| B. EF OFFICE - ROOF REPAIRS | \$ - | \$ 60,000.00 |
| C. ITEM | \$ - | \$ - |
| D. ITEM | \$ - | \$ - |
| TOTAL | \$ 460,000.00 | \$ 70,000.00 |
| II. TOWN CENTER CAPITAL | | |
| A. 2025 CAPITAL REQUESTS | \$ 621,500.00 | \$ - |
| B. PARKING DECK LIGHTS (Completed by CoF) | \$ - | \$ - |
| C. BATHROOM REFRESH | \$ - | \$ 125,000.00 |
| D. SECURITY CAMERAS | \$ - | \$ 20,000.00 |
| E. TABLE PURCHASE | \$ - | \$ 10,000.00 |
| F. TABLE CARTS | \$ - | \$ 5,000.00 |
| G. STAGE PARTS | \$ - | \$ 5,000.00 |
| H. BAR SHELLS / ICE CARRIER | \$ - | \$ 5,000.00 |
| TOTAL | \$ 621,500.00 | \$ 170,000.00 |
| III. WALKER STONE HOUSE | | |
| A. 2025 CAPITAL REQUESTS | \$ - | \$ - |
| B. BACK TERRACE REPAIRS | \$ - | \$ - |
| C. WINDOW REPLACEMENTS | \$ - | \$ - |
| D. ITEM | \$ - | \$ - |
| E. ITEM | \$ - | \$ - |
| TOTAL | \$ - | \$ - |
| TOTAL OTHER | \$ 1,081,500.00 | \$ 240,000.00 |

| FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION - 2026 PROPOSED BUDGET | | |
|---|----------------------|----------------------|
| | | |
| CX CYCLING LEGACY FUNDS | FY2025 BUDGET | FY2026 BUDGET |
| I. REVENUE | | |
| A. CYCLOCROSS LEGACY FUNDING (Beg. Bal.) | \$ 699,316.00 | \$ 474,316.00 |
| B. EVENT REVENUE (Sponsorships, Admission) | \$ - | \$ - |
| C. INTEREST | \$ 10,000.00 | \$ 7,000.00 |
| D. OTHER REVENUE | \$ - | \$ - |
| CX TOTAL REVENUE | \$ 709,316.00 | \$ 481,316.00 |
| | | |
| EXPENSES | | |
| | | |
| I. CX EVENTS | | |
| A. EVENT PRODUCTION COSTS | \$ 225,000.00 | \$ 225,000.00 |
| B. EVENT PRODUCTION COSTS | \$ - | \$ - |
| C. EVENT PRODUCTION COSTS | \$ - | \$ - |
| TOTAL | \$ 225,000.00 | \$ 225,000.00 |
| | | |
| II. CYCLING SPONSORSHIPS | | |
| A. LOCAL TEAM SUPPORT | \$ - | \$ 10,000.00 |
| B. LOCAL EVENT SUPPORT | \$ 10,000.00 | \$ 10,000.00 |
| TOTAL | \$ 10,000.00 | \$ 20,000.00 |
| | | |
| III. OTHER CYCLING EXPENSE | | |
| A. MEETINGS | \$ - | \$ 1,000.00 |
| B. MARKETING | \$ 20,000.00 | \$ - |
| C. TRAVEL | \$ - | \$ 2,500.00 |
| TOTAL | \$ - | \$ 3,500.00 |
| | | |
| CX TOTAL EXPENSES | \$ 235,000.00 | \$ 248,500.00 |
| | | |
| CX FUND BALANCE | \$ 474,316.00 | \$ 232,816.00 |

MEMO

To: Fayetteville Advertising & Promotion Commissioners

From: Ryan Hauck, CEO of Experience Fayetteville

Date: December 15, 2025

RE: Theatre Squared Board Seat



Background

The Memorandum of Understanding between TheatreSquared, Inc. and Experience Fayetteville designates one advisory board seat for a representative from Experience Fayetteville. This appointment requires a nomination by the Advertising & Promotion Commission, followed by an interview with the TheatreSquared Board of Directors. Upon approval, the nominee would then be formally elected to serve in this advisory role.

Recommendation

We proudly recommend that the Commission nominate Fayetteville Town Center Director of Facilities **Miletus Callahan-Barile** for the TheatreSquared advisory board seat. We believe Miletus is exceptionally well-qualified to represent Experience Fayetteville for the following reasons:

- **Established Relationship with TheatreSquared:** Miletus previously served as both Facilities Manager and Company Manager for TheatreSquared. He played an integral role during the development of the new facility and has deep institutional knowledge of the building and its operations.
- **Understanding of Organizational Culture:** He maintains strong relationships with current and former TheatreSquared staff and is familiar with the organization's strengths, challenges, and long-term needs.
- **Personal and Professional Engagement in the Arts:** Miletus and his family are active participants in the theater community. His wife has more than 15 years of professional experience in the industry. Together, they appreciate the vital role performing arts play in enhancing Fayetteville's cultural landscape and tourism economy.
- **Strong Representation for Experience Fayetteville:** Miletus is a dependable, thoughtful, and hardworking member of the Experience Fayetteville team. Serving in this advisory role would not only benefit TheatreSquared but would also provide a meaningful professional development opportunity for him while strengthening Experience Fayetteville's presence within a key cultural institution.

Motion to Pass

Move to nominate Miletus Callahan-Barile to take the advisory board seat on TheaterSquared reserved for Experience Fayetteville.

Memo



To: Fayetteville Advertising & Promotion Commissioners
From: Ryan Hauck, CEO
Date: December 15, 2025
Re: Zartico Three-Year Service Agreement

Background

Experience Fayetteville has utilized other destination intelligence platforms over the past several years to enhance data-driven decision-making, optimize marketing effectiveness, and better understand visitor movement throughout Washington County. After research from the team of Experience Fayetteville, we have found Zartico to be the best fit for our organization and partners moving forward. Through this partnership, Zartico will provide advanced insights into visitor behavior, competitive lodging analytics, and media attribution that will support Experience Fayetteville's strategic planning and marketing investments. We will also be able to provide our stakeholders with information to make our entire industry more effective with our marketing and sales efforts.

Zartico's Service Agreement provides an expanded suite of tools including the Z5 platform, media attribution, and advanced lodging analytics, delivered under a 36-month initial term with defined annual investments and clear performance, reporting, and contractual obligations. The agreement includes a one-year free trial of the Visitor Journey App, with future pricing integrated into subsequent renewal years.

The structure of this three-year term aligns with industry best practices for destination intelligence partnerships, reduces year-over-year administrative burden, and ensures Experience Fayetteville maintains continuity in the data ecosystem necessary to guide long-term marketing and tourism strategy.

Recommendation:

Approve execution of the proposed three-year Zartico Service Agreement as presented, with an initial one-year license period beginning January 1, 2026, and financial commitments consistent with the agreement's payment schedule. This contract will enable Experience Fayetteville to continue leveraging destination analytics while maintaining alignment with previously approved budget allocations.

Motion to Pass:

Move that Ryan Hauck, CEO of Experience Fayetteville, be authorized to sign the three-year Service Agreement with Zartico, Inc., as outlined in the provided contract materials.



ZARTICO

SERVICE ORDER

| CUSTOMER INFORMATION | |
|-------------------------|--|
| PRIMARY CONTACT: | Ryan Hauck |
| COMPANY NAME: | Experience Fayetteville |
| ADDRESS: | 21 S Block Ave Fayetteville, AR 72701 |
| PHONE: | 479.521.5776 |
| EMAIL: | rhauck@experiencefayetteville.com |

| SERVICE DESCRIPTION | |
|---|-------------------|
| Base Package | Investment |
| Zartico Z5 (Includes 1-Year Free Trial of Visitor Journey App)* | \$20,000 |
| Add-Ons | Investment |
| Zartico Media Attribution - Tier 1, Up to 25 million Impressions | \$20,000 |
| Zartico Advanced Lodging - Competitive | \$10,000 |
| Annual Total | \$50,000 |

SERVICE DESCRIPTION CONT.

| | |
|---------------------------|--|
| LICENSED PERIOD: | 1 year from the Effective Date. Effective Date is January 1, 2026. |
| PAYMENT TERM: | 36-month initial term; auto-renews for successive one (1) year term unless written notice is provided 90 days prior to renewal. *Z5 clients will incur an annual \$15,000 upcharge for Visitor Journey App beginning 12 months from the Service Agreement start date. Upon renewal, pricing includes all applicable fees including the Visitor Journey App upcharge. |
| TERMINATION: | Either party may terminate for material breach upon 30 days written notice and failure to cure. Upon termination: (a) Client pays all fees owed through termination date; (b) Client ceases all Service access. |
| FUNDING BOUNDARY: | Washington County, Arkansas |
| ANNUAL INVESTMENT: | \$50,000 |
| PAYMENT SCHEDULE: | Jan 30, 2026 - \$22,500 Jan 1, 2027 - \$77,500 Jan 1, 2028 - \$50,000 |
| DEAL ID | 46041420344 |

MEDIA ATTRIBUTION SERVICE DESCRIPTION

| | |
|-------------------------------------|---|
| MEASURED IMPRESSIONS: | 34 Million |
| DESIRED CAMPAIGN START DATE: | TBD |
| AGENCY: | Madden Media |
| ZMA MODULE IN Z5 ACTIVATED: | Yes |
| OVERAGES: | Client responsible for any overages, defined as impressions beyond the number specified in measured impressions above. Client is responsible to remove pixels or cease flighting of digital ads in order to prevent overages. |
| TERMINATION: | Campaign measurement may be terminated before the end of the agreed-upon date with 30 days written notice; however, payment obligations remain subject to the terms and conditions set forth in the Service Description Cont'd section. |

Agency Responsibilities:

- Submit campaign information to Zartico (campaign name, start date, end date, agency contacts, estimated CPM) via a Campaign Work order prior to each campaign launch
- Create tracking pixels in Zartico's Campaign Hub
- Traffic pixels on applicable digital media within agency or vendor ad server and ensure proper firing
- Remove pixels within 30 days of campaign completion in agency or vendor ad server to eliminate future impressions being served

Zartico Deliverables:

- Client and Agency onboarding
- Campaign performance reports delivered to client every 30 days following pixel setup

Exclusions: Media purchase, fulfillment, media pixel placements, and work performed by Agency as outlined above.

SERVICE AGREEMENT

1. **Services.** Subject to Client's compliance with the terms and conditions of this Agreement, including Client's payment of all fees and expenses owing by Client to Zartico under this Agreement, Zartico grants to Client a non-exclusive, non-transferable, and limited right during the term of this Agreement to access and use the services set forth and described in the SOW ("Services") under the terms and conditions of this Agreement. In order for Zartico to provide to Client the Services as set forth in this Agreement and SOW, Client shall provide and ensure its timely cooperation with Zartico, including Client making available or providing to Zartico all relevant data, information and personnel, performing any tasks or responsibilities assigned to Client, and notifying Zartico of any issues or concerns Client may have, relating to the Services.
2. **Restrictions.** Client shall not: (a) access or use the Services in violation of applicable law or in any manner that could damage, disable, burden, or impair the Services; (b) alter, modify, reproduce, or create derivative works of the Services; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of the Services; (d) attempt to circumvent or overcome any technological protection measures included in the Services intended to restrict access to any portion of the Services; or (e) interfere in any manner with the operation or hosting of the Services.
3. **Compensation.** In consideration of Zartico providing the Services to Client under this Agreement, Client shall pay to Zartico the fees and expenses as set forth in the SOW. Zartico will invoice Client for such fees and expenses as set forth in the SOW. Except as otherwise set-forth in the SOW, all invoices are due and payable in full by Client to Zartico within thirty (30) days of the date of such invoice. Should any portion of any invoice remain unpaid by Client to Zartico after the applicable due date, then interest will accrue and be payable by Client to Zartico on the outstanding unpaid amount of such invoice at the rate of 1% per month, or the maximum applicable legal interest rate, whichever is lower, until the date of payment in full of such invoice by Client to Zartico.
4. **Overage Tracking and Charging Process.** In the event that Client's usage of the Services exceeds the limits specified in the SOW, Zartico will track such overages on a monthly basis. Zartico will notify Client when usage reaches 80% of the specified limits. Any overages will be calculated at the end of each quarter and will be included in the next quarterly invoice. Overage charges will be calculated according to the rates specified in the SOW. Client may request a detailed report of usage and overages at any time.
5. **Confidentiality.**
 - a. **Confidential Information.** Under this Agreement, either party hereto may be provided or receive the Confidential Information (as defined below) of the other party hereto. The party hereto disclosing or providing Confidential Information to the other party is referred to herein as the "Discloser", and the party hereto receiving Confidential Information from the other party is referred to herein as the "Receiver". Except as otherwise expressly provided for in this Agreement, Receiver will hold in confidence and refrain from disclosing to any third party, without Discloser's prior written consent, any Confidential Information of Discloser. Receiver will not use any Confidential Information of Discloser for any purpose except as permitted under this Agreement and otherwise to meet its obligations under this Agreement. As used in this Agreement "Confidential Information" may include any information of Discloser relating to its business, financial affairs, customers, products, services, processes, technology and any other confidential or proprietary information that Discloser may disclose to Receiver under or in connection with this Agreement. In order to be considered "Confidential Information" under this Agreement such information shall have been disclosed hereunder by Discloser to Receiver: (a) in tangible form (e.g. in writing or documents) and marked or labeled by Discloser as "Confidential", "Proprietary" or with a similar legend; (b) in intangible form (e.g. orally or visually) and formally identified by Discloser to Receiver as confidential at the time of disclosure; or (c) in such manner that given the nature of the information disclosed and the circumstances of disclosure such information should reasonably be understood and considered to be the confidential or proprietary information of Discloser. Notwithstanding the foregoing, all Services are deemed to be the Confidential Information of Zartico. Receiver's obligations of confidentiality and non-use under this Section will remain in effect

during the term of this Agreement and following termination of this Agreement until such information is no longer to be considered Confidential Information as provided for in this Section. Confidential Information of Discloser shall not include any information to the extent such information: (i) at the time of its disclosure by Discloser to Receiver was already known to Receiver as evidenced by competent written records of Receiver; (ii) at the time of disclosure by Discloser to Receiver was generally available to the public; (iii) subsequent to disclosure by Discloser to Receiver became generally available to the public through no breach of this Agreement or any fault of Receiver; (iv) becomes known to Receiver on a non-confidential basis from a third party not bound by any confidentiality agreement with, or duty of non-disclosure to, Discloser; (v) was independently developed by Receiver without any reference to or use of Confidential Information of Discloser as evidenced by competent written records of Receiver; or (vi) was approved by Discloser for disclosure by Receiver as evidenced by express approval in writing from Discloser to Receiver. In the event Receiver is legally compelled by order of a court of competent jurisdiction to disclose any Confidential Information of Discloser, then Receiver shall give Discloser prompt written notice thereof (to the extent not legally prohibited), together with a copy of such order, so that Discloser may seek an appropriate protective order or other restricting remedy. If Discloser is unable to obtain such protective order or restricting remedy regarding such Confidential Information of Discloser, then Receiver may disclose such Confidential Information of Discloser to the extent so required by such court order; provided however, that Receiver shall reasonably cooperate with Discloser, at Discloser's sole cost and expense, in Discloser's efforts to secure confidential treatment of such Confidential Information of Discloser by such court. Upon any termination or expiration of this Agreement, Receiver shall promptly return to Discloser (or destroy if so directed by Discloser) any and all Confidential Information of Discloser.

b. **Permitted Use of Confidential Information.** Zartico may disclose Confidential Information of Client to Zartico's employees, agents and contractors who have a need to know such information and are bound to keep it confidential for purposes of performing the Services. Notwithstanding the foregoing or anything in this Agreement or SOW to the contrary, but subject to Zartico's confidentiality obligations herein, Client acknowledges and agrees that Zartico may use, modify and incorporate in the Services and/or other products or services of Zartico, Confidential Information of Client and any documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement, provided that such Confidential Information of Client and such documentation, materials, data or information of Client has been anonymized and de-identified of Client by Zartico. Without limiting the foregoing, such use by Zartico may include use in Zartico databases and records to provide the Services and/or other products or services of Zartico to its customers, and to improve or enhance the Services and/or other products or services of Zartico for Zartico customers, including for marketing, reporting, or aggregating trends and metrics. Such use by Zartico shall be without identification of or attribution to Client. In providing and performing the Services, Zartico will use and rely primarily on information available from various public sources and on the Confidential Information of Client and documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement, and Client represents and warrants that Client is authorized and has the full legal right to provide Zartico with all such Confidential Information of Client and documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement for Zartico's use in connection with the Services and as otherwise provided for or permitted in this Agreement. Client acknowledges and agrees that Zartico will have no obligation or responsibility to independently verify or confirm the accuracy or veracity of any such Confidential Information of Client or any information documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement.

6. **Ownership.** All Confidential Information of Zartico shall remain the exclusive property of and be owned by Zartico. All Confidential Information of Client shall remain the exclusive property of and be owned by Client. The Services shall remain the exclusive property of and be owed by Zartico, including any and all intellectual and proprietary rights therein or thereto. Subject to the foregoing, Client will own all reports or analysis generated by Client through its use of the Service, or such reports prepared for and furnished to the Client by Zartico in connection with the Services.

7. **Disclaimer of Warranties.** THE SERVICES ARE PROVIDED OR MADE ACCESSIBLE BY Zartico TO CLIENT STRICTLY ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND Zartico HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT OR SOW, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING UNDER OR BY STATUTE OR FROM A COURSE OF DEALING, USAGE, TRADE PRACTICE OR CUSTOM.
8. **Limitation of Liability.** ZARTICO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER ARISING FROM, UNDER OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR SOW, OR FOR ANY LOST PROFITS OR DATA, HOWEVER CAUSED. ANY AND ALL LIABILITY OF ZARTICO ARISING FROM, UNDER OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR SOW SHALL BE LIMITED IN ALL CASES TO DIRECT DAMAGES ONLY WHICH IN THE AGGREGATE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO Zartico BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF SUCH CLAIM FOR DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY: (a) REGARDLESS WHETHER ANY SUCH CLAIM, DAMAGE OR HARM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE; (b) EVEN IF Zartico WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH CLAIM, DAMAGE OR HARM; AND (c) TO Zartico SUPPLIERS, LICENSORS AND CONTRACTORS.
9. **Entire Agreement.** This Agreement and the SOW constitutes the entire agreement and understanding between the parties hereto relating to the subject matter of this Agreement, and there are no prior or contemporaneous oral or written representations, understandings or agreements between the parties hereto relating to the subject matter of this Agreement that are not fully expressed in this Agreement or SOW.
10. **Waiver.** Any waiver by a party hereto of any of the other party of this Agreement or SOW shall be effective only to the extent such waiver is expressly set forth in writing and signed by the waiving party, and shall not operate or be construed as a waiver by such waiving party of any subsequent or other breach of this Agreement or SOW by the other party hereto. Any delay or omission by a party hereto in exercising any right, power, or remedy pursuant to a breach by the other party of this Agreement or SOW shall not impair any right, power, or remedy which such non-breaching party may have with respect to such breach by the other party hereto or any future breach by the other party hereto of this Agreement or SOW.
11. **Conflict.** In the event of any conflict or inconsistency between the terms of this Agreement and those of the SOW, the terms of this Agreement shall govern to the extent of such conflict or inconsistency.
12. **Governing Law and Jurisdiction.** This Agreement and the SOW are and shall be governed by and construed in accordance with the laws of the State of Utah, and applicable U.S. Federal law, without regard to conflicts of law or choice of law rules or principles. The parties hereto hereby consent to the exclusive jurisdiction and venue of the State and Federal courts of the State of Utah located in Salt Lake County, Utah for any dispute or legal matter involving this Agreement or SOW, and the parties hereto agree not to plead or claim in any such courts that any such dispute or legal matter involving this Agreement or SOW has been brought in an inconvenient forum.
13. **Survival.** The following Sections of this Agreement shall survive any termination of this Agreement: 1 (Term and Termination), 3 (Restrictions), 4 (Compensation), 5 (Confidentiality), 6 (Ownership), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), and 9 (Miscellaneous).
14. **Assignment.** Neither party hereto may assign or transfer this Agreement to any third party without the express prior written consent of the other party hereto, such consent not to be unreasonably withheld or delayed, provided, however, that Zartico may assign this Agreement or any of its rights or obligations under this Agreement to any of its affiliates or subsidiaries without the written consent of Client. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. **Independent Contractor.** Zartico is an independent contractor and not Client's agent, employee, franchisee/franchisor or fiduciary.
16. **Non-Exclusive Remedies.** The rights and remedies of the parties hereto provided for in this Agreement are cumulative and not exclusive of any right or remedy available to the parties hereto under this Agreement, at law or in equity.
17. **Notice.** Any notice required by this Agreement to be given or made to a party hereto shall be in writing and delivered in person, or sent by certified first class mail, return receipt required, or equivalent, or by express courier, to the address of the other party first set forth above in this Agreement. A party hereto may change its address for notice hereunder by notifying the other party, in writing, of the new address in accordance with the foregoing in this Section. Any such notice shall be deemed delivered to the other party when received by the other party.
18. **Invalidity.** If any provision(s) set forth in this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if not containing such provision(s), and the rights and obligations of the parties hereto under this Agreement shall be construed and enforced accordingly.
19. **Case Study and Use of Services.** Client agrees to allow Zartico to list Client name and logo on promotional and sales material during term of Service Agreement. Upon Client's prior written consent in each instance, Zartico may develop and create a case-study of Client's use of and experience with the Services, and Zartico may use and provide such case-study for marketing and promotion of the Services.
20. **Force Majeure.** In the event Zartico is delayed in performing, or fails to perform, any of its obligations under this Agreement or SOW due to any cause beyond its reasonable control, including acts of government, war, insurrection, sabotage, armed conflict, pandemic, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications services, or inability to obtain materials, supplies, equipment, products or power, then such delay or failure shall not be held to be a breach of this Agreement nor shall Zartico be liable for any such delay or failure.
21. **Counterparts.** This Agreement may be executed by the parties hereto in counterpart originals, both of which shall be deemed an original instrument for all purposes, but all of which shall together comprise one and the same instrument. An executed copy of this Agreement may be delivered by facsimile or email by one party hereto to the other party, and such facsimile or scanned copy of such executed Agreement shall be binding as an original.
22. **Standardization of Deliverable Change Orders and Addendums.** All Deliverable Change Orders and other addendums to this Agreement shall: (i) clearly reference the effective date of this Agreement; (ii) include explicit reference to this Agreement by title and date; (iii) specify the type of purchase (e.g., new service, upgrade, modification); (iv) be numbered sequentially; and (v) require signature by authorized representatives of both parties to be effective.
23. **Complementary Lodging Data Integration.** During the term of this Agreement, Zartico will provide Client with complementary access to basic lodging data analytics at no additional charge. Client acknowledges the limitations of the complementary lodging data. Client may upgrade to Zartico's premium lodging data packages at any time during the term of this Agreement by executing the appropriate Lodging Data Integration Addendum, which offers enhanced capabilities. Any upgrade to premium lodging data services will be prorated for the remainder of the current term of this Agreement.
24. **Lodging Data Additional Terms.** Customer acknowledges that the lodging data services provided under this Agreement are licensed and provided directly by Key Data Dashboard, Inc. ('Key Data'). By signing this Agreement, Customer enters into a binding contract with Key Data on the terms set forth herein. In the event Zartico defaults in its obligations to Key Data or enters bankruptcy, Customer's rights to lodging data under this Agreement shall automatically continue with Key Data, without further action by Customer. Key Data shall then be entitled to

perform directly for Customer, and Customer agrees to accept such performance on the same terms and conditions set forth herein.

25. **Beta Module Access.** During the term of this Agreement, Zartico may provide Client with complimentary access to beta modules or features that enhance the core services. As beta offerings, Zartico reserves the right to modify, discontinue, or revoke access to any beta module at any time upon providing written notice to Client. Client acknowledges that beta modules are provided in their current state and may include limitations on data reporting, functionality, or availability. Upon deployment of a beta module, Zartico shall provide initial training covering module functionality, usage guidance, and available features. Additional training sessions may be scheduled as needed at Client's request, subject to Zartico's availability. Client understands that beta modules are provided "as is" without warranty of any kind, and may not receive the same level of ongoing maintenance or support as standard features. The availability of beta modules shall not alter any other terms or obligations under this Agreement.
26. **Places Data Definition and Scope.** For purposes of the Services provided under this Agreement, "Places" shall mean any publicly accessible building with a distinct and independent building footprint or administratively-defined place (state park, national park, national forest, city, county, state), specifically including: (a) Business Places: Locations where monetary transactions occur, including retail establishments, restaurants, grocery stores, gas stations, malls, (b) Leisure and Tourism Places: Parks, theme parks, national parks, stadiums, arenas, casinos, hotels, museums, national monuments, and resorts. Mixed use and multi-use buildings will be identified at the building level. Attempts to subdivide multi-use buildings into individual tenants cannot be done accurately. The following are expressly excluded from the Places data scope: (i) residential homes, places of worship, hospitals, clinics, schools; (iii) geographic features (rivers, forests, lakes); (iv) administrative boundaries (county lines, MSA boundaries, country polygons); and (v) transit routes (roads, highways, ferry routes, flight routes). Client acknowledges that the Places data scope may be modified based on customer feedback and evolving data capabilities. Requests for additional Places and Place categories may be submitted to Zartico for consideration but are not guaranteed to be implemented.

IN WITNESS WHEREOF, the duly authorized representative of each party hereto has executed this Agreement below as of the Effective Date.

ZARTICO, INC.

Experience Fayetteville

By: _____
(Signature)

By: _____
(Signature)

Name: Sarah Lehman

Name: Ryan Hauck

Title: CEO

Title: CEO

Date: _____

Date: _____