

**Fayetteville Advertising and
Promotion Commission
January 26, 2026**

Location: Fayetteville Town Center, 15 W. Mountain Street

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
Bob Stafford, City Council Representative
Mike Wiederkehr, City Council Representative

Staff: Ryan Hauck, CEO

Agenda

- I. Call to order at 2:00p.m., Chair Elvis Moya
- II. Administration
 - A. Additions or changes to the agenda may be added upon request from a majority of the commissioners, Chair Elvis Moya
 - B. Review and approval of December meeting minutes, Chair Elvis Moya.
 - C. Vote. Appointment of a commission chairperson. Chair Elvis Moya or CEO Ryan Hauck *In accordance with our by-laws, a chairperson must be voted on by the active commissioners at the first meeting of every year. The chair serves a one-year term.*
- III. Reports
 - A. Thank you to City Council Member Sarah Bunch, Chair Elvis Moya
 - B. Welcome Bob Stafford, City Council Member, Chair Elvis Moya and Commissioner Bob Stafford
 - C. Meet the Team, CEO Ryan Hauck
 - Brannon Pack, VP of Marketing and Communications
 - Jason Sample, Facilities Coordinator
 - Jose Romero, Sports Sales Manager
 - D. TheatreSquared Update, Shannon Jones, Executive Director
 - E. Downtown Master Plan Update, Britan Britin Bostick, AICP, Long Range Planning, City of Fayetteville
 - F. CEO Report, Ryan Hauck. An executive overview of the previous month
 - G. Financial Report, Jennifer Walker, VP of Finance

IV. New Business

A. Additional Tourism & Hospitality commissioner opening, Chair Moya and CEO Hauck

- Vacancy will be posted by City Clerk's office on January 30th with applications due February 20th.
- This position must be an owner or manager of a hotel, motel or restaurant

B. Discussion and Vote. MOU with NWA Equality. CEO Ryan Hauck

C. Discussion and Vote. Commissioner applicants, Commissioner Mike Wiederkehr

V. Good of the Order/ Adjournment, Chair Moya and CEO Hauck

Fayetteville A&P Commission – Meeting Minutes

December 15, 2025 | 2:00 p.m. | Virtual

Present: Chair Moya; Commissioners Hamilton, Wiederkehr, Bunch, Sanderson, Hunt, Kinney

Staff: Ryan Hauck, CEO

I. Call to Order:

Chair Moya called the meeting to order at 2:00 p.m.

II. Approval of Minutes

November 17, 2025 Minutes

Motion: Bunch | Second: Sanderson | Approved unanimously via roll call

III. Old Business

A. Vote – Downtown Fayetteville Coalition (DFC) Agreements

Commission discussed the previously approved three-year Memorandum of Understanding and one-year staffing services agreement with DFC. Commissioner Hamilton proposed amending the staffing agreement to two years to provide greater funding certainty. Commissioner Wiederkehr requested clarification on the \$159,000 staffing amount, which CEO Hauck confirmed was for one year.

Chair Moya expressed support for a two-year staffing agreement. DFC Board President Brian Crowne addressed the commission, noting the benefit of funding certainty as DFC secures foundation support and confirmed city funding is structured as a three-year agreement contingent upon deliverables.

Chair Moya amended the motion to authorize the CEO and Chair to sign a three-year MOU and a two-year staffing services agreement, with the option to review and consider a third year after year two. The DFC operations budget will be provided to commissioners following the meeting.

Motion: Hamilton | Second: Hunt | Approved unanimously

B. Vote – FY2026 Budget Appropriation Document

CEO Hauck stated the proposed budget was unchanged from the November presentation. VP of Finance Walker described the budget as conservative, appropriate given single-digit tax revenue growth, and clarified the vote was on the three-page appropriation document.

Motion to adopt the FY2026 budget as presented: Wiederkehr | Second: Sanderson | Approved unanimously

Commissioner Sanderson requested that November HMR data recently received be emailed to commissioners; staff confirmed it would be shared.

IV. New Business

A. Tourism Industry Owner/Manager Selection Committee

CEO Hauck reviewed the timeline and selection process and requested commissioner participation. Commissioner Wiederkehr volunteered to serve on the selection committee.

B. Vote – TheatreSquared Advisory Board Nomination

CEO Hauck shared that an advisory board seat was open following Sarah King's departure. He recommended nominating Miletus Barille-Callahan, citing his commitment to the arts and prior TheatreSquared experience. This is a non-voting seat.

Motion: Hamilton | Second: Bunch | Approved unanimously

Mr. Barille-Callahan will interview with TheatreSquared prior to final board approval.

C. Vote – Zartico Three-Year Contract

CEO Hauck presented a proposed three-year contract with Zartico for mobile tracking and media attribution software, noting the service is included in the FY2026 budget and would replace Arrivalist. Zartico provides more detailed visitor and spend data, particularly valuable for restaurant-related HMR revenue, and data could be shared with partners.

Discussion included budget timing due to remaining Arrivalist contractual obligations, the possibility of early termination or reimbursement, and whether to delay Zartico's start date. CEO Hauck will be talking with Arrivalist's CEO to see we can terminate the existing contract early. When asked by Commissioner Hamilton, he explained the benefit of beginning Zartico on January 1 to more quickly inform marketing investment decisions. VP Walker noted Visit Bentonville currently uses Zartico.

Motion to authorize the CEO to proceed with a three-year Zartico agreement: Hamilton | Second: Wiederkehr | Approved unanimously

V. Good of the Order / Adjournment

CEO Hauck reported a successful Cyclo-Cross Nationals event despite cold weather and shared that a Vice President of Marketing and Communications selection is expected soon.

Meeting adjourned at 2:45 p.m.

Minutes submitted by Amy Stockton, Experience Fayetteville

CEO Update – December 2025

Personnel

The beginning of the year brings title changes:

- **Title Changes:**
 - Monica Jannati, formerly *Director of Events (Town Center)*, now Director of Operations
 - Miletus Barile-Callahan, formerly *Facilities Supervisor*, now Director of Facilities
 - Jose Romero, formerly *Sales Coordinator II*, now Sports Sales Manager
 - Julie Pennington, formerly *Vice President of Destination Services*, now Vice President of Destination Services & Group Tours

- **Staffing Updates:**
 - Brannon Pack, formerly *Director of Cycling Initiatives (2019–2023)*, rehired as Vice President of Marketing & Communications
 - Jennifer Walker, *Vice President of Finance*, departing; Gretchen Hunt, formerly *Finance Team member*, appointed Director of Finance
 - Jerel Stewart, *Event Coordinator (Town Center)*, departed; position will be posted soon

Marketing

- Ryan and Steve Doocy with Fox and Friends were welcomed by Razorback Spirit team, strolled the square and visited with merchants in this live segment [Fox and Friends visits Lights of the Ozarks, December 11](#)
- Several regional tv spots and international live streams for Cyclocross National Championships:
 - [40/29 interview with Tyler Wilson](#)
 - [Good Day NWA with Ryan Hauck](#)
 - [Promo for FloBike's LiveStream](#)
- We've completed the offboarding of Outright (Agency of Record) and AM Group (organic META posting) and completed the onboarding of Verb (Agency of Record), AM Group (Public Relations) and Anna Claire Day (contracting for organic META posting, launching of TikTok, and relaunch of Pinterest)
- Developing FY25 Year in Review and FY26 Marketing and Sales Plan
- VP of Marketing and Communications search process:
 - More than 80 applicants, 2 rounds of interviews, and involvement from VP of Sales and marketing staff.

Visitor Center

- Visitors: 941
- Sales: \$4,041.60 gross | \$2,969.38 net
- International Visitors: Ireland, India, Mexico, Germany
- Ale Trail Passport Completions: 15 (new passport)

Special Events

- Lights of the Ozarks Parade, Holiday Haul Brunch Crawl, Festivus
- Winter Farmers Market (first three Saturdays)

Destination Services

- Participated in Skal (professional tourism organization) end-of-year events
- Delivered holiday outreach baskets to hotels and stakeholders
- January American Bus Association appointments confirmed for Julie and Ryan (Reno)

Sales & Tourism Development

- Attended **Travel South International** (40+ international buyer appointments; hosted FAM tour)
- **Prospective Meetings:** Orchid Society of the Ozarks (2026), Synapse Communication Consulting, UA SECSAO
- **Prospective Sports:** Club America Soccer (2026), MISF Soccer (2026), AUSL Women's Pro Softball (2026)
- LinkedIn gained **119 new followers** with strong engagement despite reduced holiday posting

Definite Business (December)

- **NICA Central States Championships:**
 - 1,200+ participants | 4,000 room nights | \$2.2M estimated impact
- **Fayetteville Half Marathon:**
 - 1,400 participants | \$240K estimated impact

Fayetteville Town Center

- **Events Held:** 18 | **Attendance:** 1,554
- **Bookings:** 20 completed; 11 confirmed for January
- **Revenue (December):** \$14,900.59
- **YTD Revenue:** \$831,422.71
- **2026 Bookings Secured:** 95

FTC Priorities

- Staff training, safety updates, inventory, and guest experience surveys
- Rebooking historic clients and advancing mid-2026 bookings

Upcoming Events

Frost Fest – February 7th

Mardi Gras Parade – February 14th

February A&P Commissioners Meeting – February 16th, Presidents' Day

Arkansas Governor's Conference on Tourism in Little Rock, February 22-24

December Collections
(November Activity)

\$50,330 + **\$378,786**
Lodging Restaurant

\$35,673

Prior Dues Collected

\$464,789

Total HMR Collected

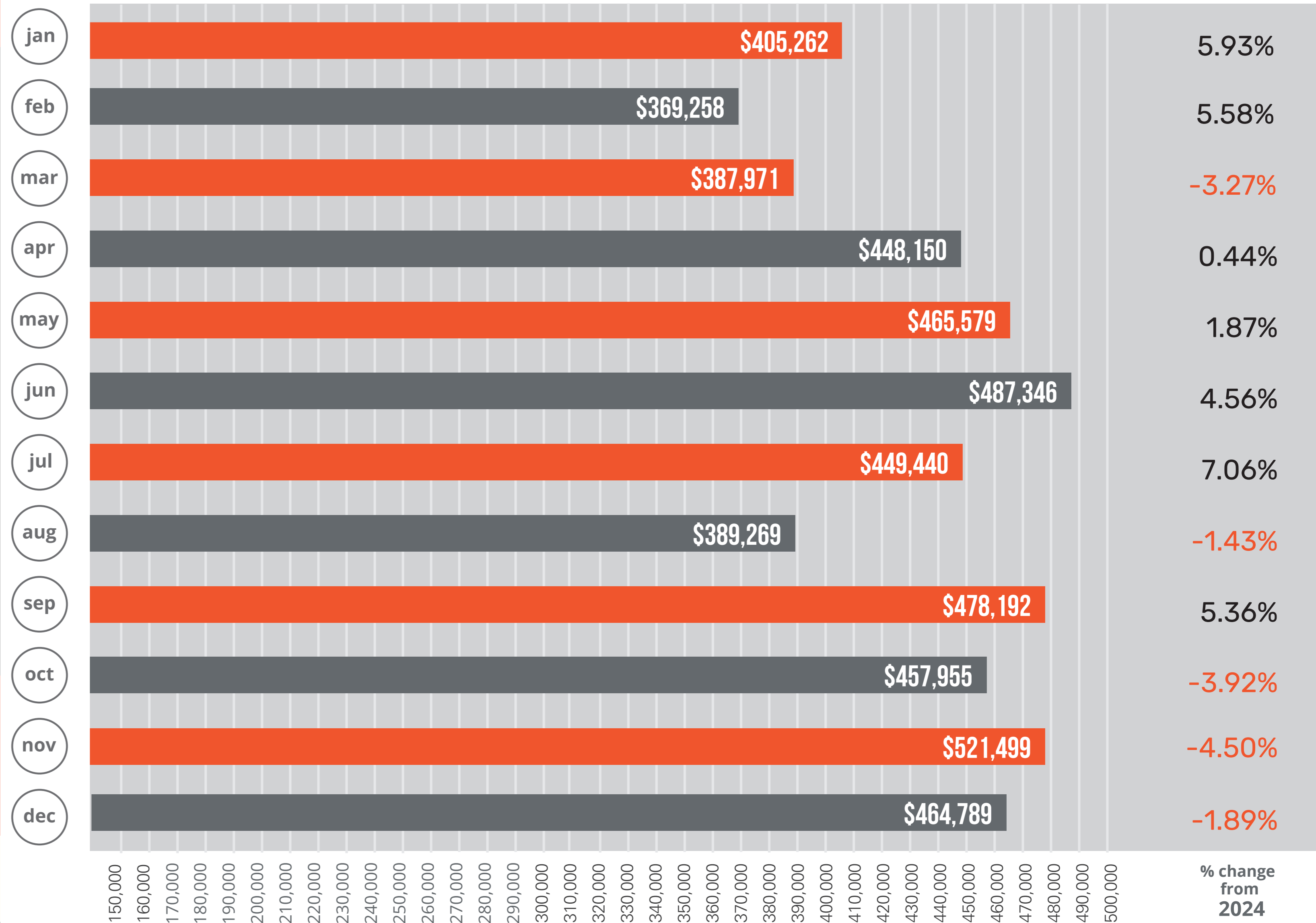
Previous YTD (Jan-Nov) HMR A&P Tax Collection Totals

| 2021 | 2022 | 2023 | 2024 | 2025 |
|-------------|-------------|-------------|-------------|-------------|
| \$3,998,903 | \$4,659,525 | \$4,994,999 | \$5,267,698 | \$5,324,711 |

32.90% 16.52% 7.20% 5.46% 1.08%

Change over previous year

2025 Monthly A&P Tax Collections**



**This represents half of total HMR tax collections. The other half goes to Fayetteville Department of Parks, Natural Resources, and Cultural Affairs

Memo



To: Ryan Hauck, CEO, Experience Fayetteville
Fayetteville Advertising & Promotion Commissioners

From: Jennifer Walker, VP Finance, Experience Fayetteville

Date: January 20, 2026

Re: Financial Statements – December 2025

This packet contains Experience Fayetteville Financial Statements for the month ended December 31, 2025. The following reports are included in the packet:

- Summary P&L Financials for month ended December 31, 2025
- Balance Sheet for month ended December 31, 2025

Target Budget December – 100%

Total Revenue YTD: \$6,588,804 or 105% (\$316k above budget)

Tax Receipts - \$5,324,711 or 102%

Town Center - \$861,859 or 122%

Other - \$402,234

Total Operating Expenditure YTD: \$5,843,505 or 93%; this is 7% under budget.

EF Main - \$4,713,476

Town Center - \$1,130,029

HMR tax – YTD December Collections (November activity) are 4% above the seasonally adjusted budget.

Operating Net Income is \$745,299 year to date.

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ December 31, 2025

| | CONSOLIDATED | | | |
|---|---------------------|--------------------|------------------------|---------------|
| | Year-to-Date | | | |
| | Actual | Budget | Over/(Under) Budget | % of Budget |
| Revenue | | | | |
| Hotel, Motel, Restaurant Taxes Revenue | 5,324,711 | 5,231,140 | 93,571 | 101.8% |
| Rental Revenue | 815,958 | 650,500 | 165,458 | 125.4% |
| Event Revenue | 91,803 | 53,700 | 38,103 | 171.0% |
| Visitor Center Store Revenue | 26,656 | 30,000 | (3,344) | 88.9% |
| Parking Revenue | 39,545 | 48,000 | (8,455) | 82.4% |
| Advertising Revenue | 2,275 | 3,500 | (1,225) | 65.0% |
| Grant/Other Revenue | 219,548 | 206,000 | 13,548 | 106.6% |
| Interest and Investment Revenue | 68,307 | 50,100 | 18,207 | 136.3% |
| Total Revenue | 6,588,804 | 6,272,940 | 315,864 | 105.0% |
| Expenses | | | | |
| Operating Expenses | | | | |
| Rental Expenses | 110,960 | 126,000 | (15,040) | 88.1% |
| Event Expenses | 98,726 | 146,175 | (47,449) | 67.5% |
| Visitor Center & Museum Store | 20,782 | 27,750 | (6,968) | 74.9% |
| Personnel | 2,099,543 | 2,228,707 | (129,164) | 94.2% |
| Sales & Marketing | 1,472,918 | 1,481,925 | (9,007) | 99.4% |
| Office and Administrative | 776,325 | 913,133 | (136,808) | 85.0% |
| Bond Payments | 697,800 | 702,000 | (4,200) | 99.4% |
| Contribution to Capital Reserves | 100,000 | 100,000 | - | 0.0% |
| Other Tourism Support - Community, Art Court, DFC | 266,451 | 347,250 | (80,799) | 76.7% |
| TheatreSquared Contribution | 200,000 | 200,000 | - | 100.0% |
| Total Operating Expenses | 5,843,505 | 6,272,940 | (429,435) | 93.2% |
| Net Operating Income/(Loss) | 745,299 | - | 745,299 | 0.0% |
| Other Income | | | | |
| Unrealized Gain/(Loss) on Investments | 6,697 | | | 0.0% |
| Other Expenses | | | | |
| FFE & Improvements | 780,283 | 1,081,500 | (301,217) | 72.1% |
| Depreciation Expense | 265,104 | | | 0.0% |
| Cost of Goods Sold | - | | | 0.0% |
| Net Income/(Loss) (without CX Grants) | (293,392) | (1,081,500) | 781,412 | 27.1% |

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ December 31, 2025

| | Experience Fayetteville | | | |
|--|--------------------------------|------------------|------------------------|---------------|
| | Year-to-Date | | | |
| | Actual | Budget | Over/(Under) Budget | % of Budget |
| Revenue | | | | |
| Hotel, Motel, Restaurant Taxes Revenue | 5,324,711 | 5,231,140 | 93,571 | 101.8% |
| Rental and Event Revenue | 85,575 | 45,000 | 40,575 | 190.2% |
| Visitor Center Store Revenue | 26,656 | 30,000 | (3,344) | 88.9% |
| Advertising Revenue | 2,275 | 3,500 | (1,225) | 65.0% |
| Grant & Other Revenue | 219,548 | 206,000 | 13,548 | 106.6% |
| Interest and Investment Revenue | 68,179 | 50,000 | 18,179 | 136.4% |
| Total Revenue | 5,726,944 | 5,565,640 | 161,304 | 102.9% |
| | | | | |
| Expenses | | | | |
| Operating Expenses | | | | |
| Event Expenses | 87,459 | 121,175 | (33,716) | 72.2% |
| Visitor Center & Museum Store | 20,782 | 27,750 | (6,968) | 74.9% |
| Personnel | 1,365,952 | 1,419,605 | (53,653) | 96.2% |
| Sales & Marketing | 1,464,760 | 1,460,305 | 4,455 | 100.3% |
| Office and Administrative | 510,273 | 541,593 | (31,320) | 94.2% |
| Bond Payments | 697,800 | 702,000 | (4,200) | 99.4% |
| Contribution to Capital Reserve | 100,000 | 100,000 | - | 0.0% |
| Other Tourism Support - Community, Art Court, DFC | 266,451 | 347,250 | (80,799) | 76.7% |
| TheatreSquared Contribution | 200,000 | 200,000 | - | 0.0% |
| Total Operating Expenses | 4,713,476 | 4,919,678 | (206,202) | 95.8% |
| | | | | |
| Net Income/(Loss) Before Other Revenue and Expenses | 1,013,469 | 645,962 | 367,507 | 156.9% |
| | | | | |
| Other Income | | | | |
| Unrealized Gain/(Loss) on Investments | 6,697 | - | 6,697 | 0.0% |
| | | | | |
| Other Expenses | | | | |
| FFE & Improvements | 367,745 | 460,000 | (92,255) | 79.9% |
| Depreciation Expense | 89,446 | | | |
| Cost of Goods Sold | - | | | |
| | | | | |
| Net Income/(Loss) | 562,975 | 185,962 | 370,316 | 302.7% |

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ December 31, 2025

| | Town Center | | | |
|--|--------------------|--------------------|------------------------|---------------|
| | Year-to-Date | | | |
| | Actual | Budget | Over/(Under) Budget | % of Budget |
| Revenue | | | | |
| Rental Revenue | 815,958 | 650,500 | 165,458 | 125.4% |
| Event Revenue | 6,228 | 8,700 | (2,472) | 71.6% |
| Parking Revenue | 39,545 | 48,000 | (8,455) | 82.4% |
| Interest and Investment Revenue | 128 | 100 | 28 | 128.0% |
| Total Revenue | 861,859 | 707,300 | 154,559 | 121.9% |
| | | | | |
| Expenses | | | | |
| Operating Expenses | | | | |
| Rental Expenses | 110,960 | 126,000 | (15,040) | 88.1% |
| Event Expenses | 11,268 | 25,000 | (13,732) | 45.1% |
| Personnel | 733,591 | 809,102 | (75,511) | 90.7% |
| Sales & Marketing | 8,159 | 21,620 | (13,461) | 37.7% |
| Office and Administrative | 266,052 | 371,540 | (105,488) | 71.6% |
| Total Operating Expenses | 1,130,029 | 1,353,262 | (223,233) | 83.5% |
| | | | | |
| Net Income/(Loss) Before Other Revenue and Expenses | (268,170) | (645,962) | 377,792 | 41.5% |
| | | | | |
| Other Expenses | | | | |
| FFE & Improvements | 412,538 | 621,500 | (208,963) | 33.6% |
| Depreciation Expense | 175,659 | | | 0.0% |
| Net Income/(Loss) | (856,366) | (1,267,462) | 411,096 | 67.6% |

Fayetteville A&P Commission

Balance Sheet - **UNAUDITED**

As of December 31, 2025

ASSETS

Current Assets

| | | |
|-----------------------------|--|------------------|
| Cash | | 3,506,839 |
| Investments | | 1,310,537 |
| Accounts Receivable | | 644,903 |
| Prepaid Expenses | | 98,066 |
| Deposits | | 40,838 |
| Inventory Asset | | 21,449 |
| Total Current Assets | | 5,622,633 |

Other Assets

| | | |
|---------------------------|-------------|------------------|
| Capital Assets | | |
| Furniture & Fixtures | 300,660 | |
| Equipment | 761,581 | |
| EF/CVB Building | 940,410 | |
| EF/CVB Land | 198,621 | |
| Building Additions | 1,844,537 | |
| Walker-Stone House | 1,179,152 | |
| Vehicles | 122,860 | |
| Construction in Progress | 456,456 | |
| Accumulated Depreciation | (2,010,504) | |
| Total Other Assets | | 3,793,773 |

TOTAL ASSETS

9,416,406

LIABILITIES AND EQUITY

Current Liabilities

| | | |
|--------------------------|---------|----------------|
| Accounts Payable | 35,742 | |
| Unearned Revenue | 231,478 | |
| Total Liabilities | | 267,220 |

Long Term Liabilities

| | | |
|--|------------|-------------------|
| Notes Payable - City of Fayetteville Solar | 366,466.50 | |
| Total Liabilities | | 366,466.50 |

Equity

| | | |
|------------------------------|-----------|------------------|
| Unreserved Fund Balance | 8,091,663 | |
| Operating Reserve | 1,000,000 | |
| Capital Reserve | - | |
| Temporarily Restricted Funds | 45,558 | |
| Net Revenue | | |
| Gain/(Loss) on Investments | 6,697 | |
| Net Revenue | (361,198) | |
| Total Equity | | 8,782,720 |

TOTAL LIABILITIES AND EQUITY

9,416,406

Memo



To: Fayetteville Advertising & Promotion Commissioners
From: Ryan Hauck, CEO
Date: January 26, 2026
Re: Northwest Arkansas Equality Inc. Three Year Agreement

Background:

Experience Fayetteville has evaluated this partnership to ensure it aligns with our strategic priorities, operational needs, and long-term goals for tourism development and community impact. This agreement is intended to provide consistency, stability, and measurable value to Experience Fayetteville and its stakeholders over a multi-year period.

A longer-term agreement allows for improved planning, reduced administrative burden associated with annual renewals, and a stronger working relationship with the partner organization. The proposed structure supports sustained outcomes while maintaining predictable annual costs within existing and future budget planning cycles.

Recommendation:

Approve execution of a five-year agreement with an annual investment of \$30,000 per year, for a total commitment of \$150,000 over the term of the agreement. This structure provides cost certainty, aligns with long-term strategic planning of the Destination Master Plan, and ensures continuity of services and impact.

Motion to Pass:

Move that Ryan Hauck, CEO of Experience Fayetteville, be authorized to sign the presented five-year agreement on behalf of the Fayetteville Advertising & Promotion Commission, at an annual cost of \$30,000, consistent with the terms presented.



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into as of January 28, 2026, by and between the Fayetteville Advertising & Promotion Commission, d/b/a Experience Fayetteville (“EF” or the “Commission”) and Northwest Arkansas Equality, Inc. (“NWA Equality,” and together with EF, the “Parties”).

1. Purpose; Background

The purpose of this MOU is to set forth the Parties’ collaboration to support the annual Northwest Arkansas Pride parade and festival and related programming, education, advocacy, and events produced by NWA Equality that drive visitation, enhance destination exposure, and promote the City of Fayetteville as an inclusive tourism destination. In consideration of EF’s multi-year partnership funding described herein, NWA Equality will provide EF the Diamond Level Sponsorship benefits identified below, together with branding, publicity, recognition, and access commensurate with such level.

2. Term; Funding; Appropriation

2.1 Term. The term of this MOU will be five (5) years, beginning with Fiscal Year 2026 and continuing through Fiscal Year 2030 (the “Term”), unless earlier terminated pursuant to this MOU.

2.2 Funding. Subject to annual appropriation and annual approval by the Commission, EF will provide funding to NWA Equality in the amount of Thirty Thousand Dollars (\$30,000) per fiscal year during the Term.

2.3 Payment; Invoicing. Unless otherwise agreed in writing, funding will be disbursed in annual installments within thirty (30) days after EF’s receipt of an invoice from NWA Equality for the related fiscal year and confirmation of the applicable sponsorship benefits and recognition plan for that year.

2.4 Appropriation Contingency. EF’s obligations under this MOU are contingent upon funds being appropriated, budgeted, and otherwise made available to EF for such purposes. If sufficient funds are not appropriated or are otherwise unavailable in any fiscal year, EF may terminate this MOU upon written notice without further liability, except for payment of properly documented amounts due and owing for the then-current fiscal year through the effective date of termination, to the extent of funds duly appropriated and available.

3. Sponsorship Benefits; Deliverables

3.1 Diamond Level Sponsorship. In exchange for EF’s funding and partnership, NWA Equality will provide EF the following Diamond Level Sponsorship benefits each year during the Term, in connection with the Northwest Arkansas Pride parade and festival and associated events, subject to reasonable event logistics and mutually agreed activation plans:

- Select NWA Pride Event Sponsor Rights.

- NWA Pride Festival Premium Stage Viewing Area.
- Hi Tea.
- NWA Pride Parade Entry, Key Location.
- NWA Pride Festival Sponsorship.
- One (1) 10'x20' vendor booth space in a key location with tent, four (4) chairs, and two (2) tables on Friday and Saturday, or other mutually negotiable arrangement.
- Large logo placement on marketing and event signage materials.
- Recognition in publicity efforts and on social media platforms.
- Select event passes as designated by NWA Equality for Diamond Sponsors.
- Eight (8) premium festival stage viewing passes for Friday and Saturday.
- Four (4) Glitterville premium passes with meet & greet.
- Eight (8) Hi Tea passes.
- Broadcast booth sponsorship rights for the parade.

3.2 EF Branding; Recognition. NWA Equality will recognize EF as a Diamond Level Sponsor in a manner consistent with Diamond tier sponsors generally, including verbal acknowledgments, logo placement, website and social media recognition, and other customary sponsor acknowledgments. Placement, size, and format will be reasonably prominent and commensurate with the Diamond level.

3.3 Substitutions; Logistics. If any listed benefit becomes impracticable due to venue, safety, permitting, production, or similar constraints, the Parties will confer in good faith to identify a substantially equivalent benefit or activation of comparable value and exposure. NWA Equality will use reasonable efforts to place the parade entry and booth in key locations consistent with Diamond tier status, subject to public safety and operational constraints.

3.4 Marketing Integration. EF and NWA Equality will coordinate in good faith to align sponsorship recognition with EF's destination marketing efforts, including coordinated social media posts, inclusion in earned media opportunities where feasible, and collateral consistent with EF branding guidelines.

4. Roles; Approvals; Brand Usage

4.1 NWA Equality Responsibilities. NWA Equality will plan, organize, permit, and produce the Northwest Arkansas Pride parade, festival, and related events covered by this MOU; secure all necessary permits and permissions; coordinate with the City and public safety; and administer sponsor benefits and activations.

4.2 EF Responsibilities. EF will provide funding as set forth herein, collaborate on sponsor recognition and activations, and provide EF brand guidelines and approvals reasonably necessary to implement the sponsorship benefits.

4.3 Approvals; Marks. Each Party retains approval over use of its name, logo, and trademarks. NWA Equality will adhere to EF brand guidelines for logo placement and recognition. EF approvals may be provided by email and will not be unreasonably withheld, conditioned, or delayed.

5. Reporting; Measurement

5.1 Pre-Event Plan. At least sixty (60) days prior to the primary Pride weekend each year, NWA Equality will provide EF a written plan outlining scheduled events, proposed EF sponsor recognition, activation placements, and any anticipated substitutions under Section 3.3.

5.2 Post-Event Summary. Within sixty (60) days after the primary Pride weekend each year, NWA Equality will provide a brief post-event summary covering attendance estimates, sponsor activations delivered, notable media or earned coverage, and any material issues affecting sponsor benefits.

6. Compliance; Insurance; Risk Management

6.1 Legal Compliance. Each Party will comply with applicable federal, state, and local laws, regulations, and ordinances in connection with activities under this MOU, including accessibility, safety, and nondiscrimination obligations.

6.2 Insurance. NWA Equality will maintain commercially reasonable insurance for its event activities, including commercial general liability with limits customary for events of this size and scope, and workers' compensation to the extent required by law. Certificates of insurance will be provided to EF upon request. NWA Equality's coverage will be primary and non-contributory to any insurance maintained by EF.

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

6.4 Immunities; EF Responsibility. Nothing in this MOU waives, limits, or modifies EF's sovereign or governmental immunities, including under Ark. Const. art. 5, § 20 and Ark. Code Ann. § 21-9-301. EF will be responsible for its own gross negligence or willful misconduct to the extent permitted by Arkansas law and available appropriations. EF does not indemnify or agree to defend NWA Equality.

6.5 Claim Procedures. The indemnitee will promptly notify the indemnifying Party of any claim; failure to provide 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 that imposes non-monetary obligations on, or admits fault of, the indemnitee may be entered without the indemnitee's written consent, not unreasonably withheld.

6.6 Force Majeure. Neither Party will be liable for delay or failure to perform due to causes beyond its reasonable control, including severe weather, acts of God, public safety orders, governmental actions, labor disputes, or similar events; provided that the affected Party uses reasonable efforts to mitigate and promptly notifies the other Party. The Parties will confer in good faith to adjust benefits, dates, or deliverables as reasonably practicable.

7. Records; Public Information

7.1 Records. NWA Equality will maintain financial and event records related to EF-funded sponsorship and deliverables for at least five (5) years and make such records reasonably available for EF's review upon reasonable notice.

7.2 Freedom of Information Act. EF is subject to the Arkansas Freedom of Information Act and will respond to public records requests in accordance with law. To the extent permitted, EF will endeavor to provide NWA Equality notice of requests that appear to implicate NWA Equality's proprietary information. NWA Equality agrees, however, that to the extent any records implicating NWA Equality's proprietary information are subject to production under the Arkansas Freedom of Information Act, EF is under an obligation to produce them.

8. Termination; Remedies

8.1 Termination for Convenience. EF may terminate this MOU for convenience upon thirty (30) days' written notice. If terminated for convenience after EF has paid the annual installment, the Parties will negotiate in good faith an equitable adjustment based on benefits actually delivered or irrevocably committed as of the termination effective date.

8.2 Termination for Cause. Either Party may terminate for material breach not cured within thirty (30) days after written notice describing the breach in reasonable detail.

8.3 Effect of Termination. Upon termination, NWA Equality will cease incurring costs chargeable to EF and provide a final accounting of sponsorship benefits delivered and costs incurred. EF will pay approved, properly documented amounts for benefits actually delivered or irrevocably committed as of the termination effective date, subject to appropriation and available funds.

9. Miscellaneous

9.1 Independent Contractor. NWA Equality is an independent contractor. Nothing herein creates a joint venture, partnership, or agency.

9.2 Assignment; Subcontracting. NWA Equality may not assign this MOU or subcontract material obligations without EF's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Any permitted assignment or subcontract does not relieve NWA Equality of responsibility.

9.3 Amendments; No Oral Modifications. This MOU may be amended only by a writing executed by authorized representatives of both Parties. No oral statements modify this MOU.

9.4 Governing Law; Venue; Jury Trial. This MOU is governed by Arkansas law. The exclusive venue for any action arising from or related to this MOU is the state courts of Washington County, Arkansas. Each Party waives trial by jury to the extent permitted by law.

9.5 Notices. Notices must be in writing and delivered by personal delivery, certified mail (return receipt requested), or nationally recognized overnight courier and are effective upon receipt.

9.6 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; any amount in excess is reduced to the maximum lawful rate.

9.7 Ethics; Gifts; Conflicts. NWA Equality will comply with applicable Arkansas ethics, gifts, and illegal exaction laws and represents that no gratuities or kickbacks were offered or provided to secure this MOU. NWA Equality will disclose any actual or potential conflicts of interest and adopt reasonable mitigation measures acceptable to EF.

9.8 Nondiscrimination. Each Party will comply with applicable nondiscrimination laws. NWA Equality's programs and activities supported hereunder will be operated without unlawful discrimination, consistent with applicable law.

9.9 Severability; Waiver. If any provision of this MOU is held invalid, the remaining provisions remain in full force and effect. No waiver is effective unless in writing and signed by the waiving Party. No waiver of a breach constitutes a waiver of any other or subsequent breach.

9.10 Counterparts; Electronic Signatures. This MOU may be executed in counterparts, including via electronic signatures and electronic transmission, each of which will be deemed an original and all of which together constitute one instrument.

9.11 No Arbitration; Immunities Preserved. Binding arbitration is not authorized. Nothing herein waives EF's sovereign or governmental immunities or the City of Fayetteville's tort immunity.

10. Entire Agreement

This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, proposals, or understandings, whether written or oral, concerning the same subject matter.

[SIGNATURE PAGE FOLLOWS BELOW]

IN WITNESS WHEREOF, the Parties have executed this MOU by their duly authorized representatives as of the Effective Date.

**FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION
d/b/a EXPERIENCE FAYETTEVILLE:**

By: _____

Name: _____

Title: _____

Date: _____

NORTHWEST ARKANSAS EQUALITY, INC.

By: _____

Name: _____

Title: _____

Date: _____