

**AIR SERVICES AGREEMENT  
BETWEEN ALLEGIANT AIR, LLC AND  
CITY OF COLUMBIA, MO**

This Air Services Agreement (this “**Agreement**”) is entered into to be effective on the third day of June 2026, by and between ALLEGIANT AIR, LLC (“**Allegiant**”), with an address of 1201 N. Town Center Drive, Las Vegas, NV 89144, and CITY OF COLUMBIA, MO, with an address of 701 E. Broadway, Columbia, MO 65205 (“**Guarantor**”).

**WHEREAS**, the Guarantor has an interest in promoting air service to and from Columbia Regional Airport, Columbia MO (“**COU**”);

**WHEREAS**, Allegiant is a certified air carrier conducting scheduled and unscheduled flight operations within the U.S. and between the U.S. and a number of foreign locations;

**WHEREAS**, Guarantor desires to increase access to and from COU from and to locations where Allegiant operates so as to benefit the citizens of the surrounding community and Guarantor’s interest therein;

**WHEREAS**, Guarantor has requested that Allegiant commence operating scheduled non-stop air service between COU and direct destinations within the Allegiant network, and in consideration thereof Guarantor will compensate Allegiant utilizing community funds and local government funds and make certain concessions as provided herein; and

**WHEREAS**, subject to the foregoing Allegiant is willing to operate scheduled air service between direct destinations within the Allegiant network as determined by demand and COU;

**NOW, THEREFORE**, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scheduled Flights and Operational Authority.

A. Beginning June 3, 2026 (the “Service Commencement Date”), Allegiant will operate on average five times weekly, scheduled, COU-destination-COU-destination (Columbia, Missouri – ALLEGIANT DESTINATION – ALLEGIANT DESTINATION – COU) air service. The departure and arrival times and days may be modified periodically by Allegiant in accordance with its customary scheduling procedures and operational requirements and does not require consent of Guarantor. Guarantor will be notified of the schedule and any changes to the schedule as and when finalized by Allegiant. Notification of changes shall be greater than seventy-two (72) hours from first departure under such changed schedule. For purposes of this Agreement, (i) round-trip flights between COU and destination (being, COU-destination-COU) are referred to as “Round-Trip Flights”, (ii) each one-way flight between COU and destination (originating at either COU or destination) (consisting of one take off and one landing operating on a given date) is referred to as a “One-Way Flight”, (iii) generically, Round-Trip Flights between COU and destination and One-Way Flights between destination and COU are herein referred to as

“Flights”, (iv) the destination-COU-destination route is herein, referred to as a “Market” and collectively, and (v) an aircraft takeoff for each One-Way Flight, is herein referred to as a “Departure”.

B. For the purpose of this agreement, seasonal and annual destinations may include, but are not limited to, direct flights in the following states: Florida, Nevada, Arizona, Alabama, Tennessee, and Louisiana.

C. The parties acknowledge that due to operating conditions, including weather related issues, Allegiant may operate the COU Flights with fewer passengers than the capacity of the aircraft used for operating the COU Flights.

D. At its discretion, Allegiant may change the schedule or aircraft operating the COU Flights. COU Flights will be operated under the direction and control of Allegiant and/or a cobranded regional carrier and Guarantor shall have no right to make decisions with respect to the operation of the COU Flights. Without limiting the generality of the foregoing provisions of this paragraph and the provisions of Section 2 below, Allegiant agrees to use good faith efforts to consider Guarantor’s comments on issues related to marketing, pricing and revenue management of the COU Flights.

E. For the avoidance of doubt, Guarantor acknowledges that if Allegiant operates flights to and from COU in addition to the COU Flights or operates flights to and from COU after the end of the Term (as defined in Section 9) of this Agreement, such other flights shall not be governed by or operated under the terms of this Agreement.

F. The Flights will be conducted under the authority of Allegiant’s air carrier certificate and operations specifications issued by the Federal Aviation Administration (FAA) and its domestic certificate of public convenience and necessity issued by the DOT. Operation of each Flight is subject to applicable laws and the rules, regulations and policies of the FAA, the DOT, the Transportation Security Administration (TSA) and all other cognizant governmental agencies, as such may be amended from time to time. Allegiant will at all times have exclusive operational control of each Flight.

2. Air Fares.

Allegiant agrees to establish fares for the COU Flights that are consistent with Allegiant’s current internal pricing strategies while remaining competitive within the airline industry generally; provided, however, for the avoidance of doubt, Allegiant shall have no obligation to establish fares for the COU Flights that are the same as or similar to fares established by other airlines.

3. Revenue Guaranty.

As an inducement to cause Allegiant to enter into this Agreement and maintain a schedule of at least five weekly round trip flights (520 round trip flights over the period of this agreement) Guarantor hereby guarantees to pay Allegiant \$125,000.00 each calendar quarter (the “**Quarterly Guaranty Payment**”) to pay for local fuel flowage fees, ground handling fees, into plane fueling fees, and other costs relating to the start-up of new air

service at COU. The Quarterly Guaranty Payment is provisioned upon Allegiant upholding a flight schedule that will maintain 520 round trip flights over the contract period. The Quarterly Guaranty Payment will be adjusted downward if Allegiant fails to maintain on an average of five weekly round trip flights. Payment schedule begins September 3, 2026 and continues quarterly with payments made within 45 calendar days after the completion of each quarter throughout the agreement period.

Scheduled Payment #	Payment Date
1	September 3, 2026
2	December 3, 2026
3	March 3, 2027
4	June 3, 2027
5	September 3, 2027
6	December 3, 2027
7	March 3, 2028
8	June 3, 2028

4. Quarterly Guaranty Payments.

A. Guarantor shall pay any Quarterly Guaranty Payment owed to Allegiant in U.S. dollars on or before the scheduled payment dates provided in Section 3. If Guarantor fails to pay on time, then Guarantor shall pay within seven (7) days’ notice from Allegiant for non-payment. Notwithstanding anything contained herein to the contrary, no failure or delay by Allegiant to render a notice of nonpayment shall prejudice Allegiant’s right to receive or the Guarantor’s obligation to pay the Guaranty Payment under this Agreement.

B. The Quarterly Guaranty Payment the Guarantor will be required to pay with respect to the COU Flights under this Agreement for the Term shall not exceed US \$125,000.00.

C. Guarantor’s obligation to make payments in accordance with the provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

5. Cost of Service.

Allegiant shall bear all costs of providing the service described and provided for in this Agreement, including by way of illustration but not by way of limitation, the costs of all required aircraft, equipment and facilities (including facilities for ticketing, baggage handling, and like services); personnel, ground costs, including landing fees and use charges; credit card commissions; travel agent commissions; deicing;

and fuel ferrying. Guarantor shall waive any and all landing fees and facility rents for the Term of this Agreement, to the extent attributable to the COU Flights.

6. Marketing Support.

Guarantor will work with Allegiant in good faith to market the COU Flights in a mutually beneficial cost-effective manner. In furtherance thereof, Guarantor will give Allegiant prominent placement (such placement to be, in any event, no less than that received by any other carrier) in any marketing campaign conducted by Guarantor to promote similar service to and from COU. Additionally, without limiting the generality of the foregoing provisions of this Section 6 and without, in any way, affecting Guarantor's obligation to pay any and all amounts due to Allegiant in accordance with this Agreement, Guarantor shall expend a minimum of \$125,000.00 during the initial year in the marketing and promotion of the COU Flights.

7. Government Authority and Slot Availability.

Allegiant's ability and willingness to operate the COU Flights is contingent on Allegiant's being able to maintain all necessary governmental approvals to operate the COU Flights, access to departure and arrival slots that are acceptable to Allegiant and ticket counters and other facilities that are acceptable to Allegiant.

8. Term.

The term (the "Term") of this Agreement shall commence on the effective date and shall continue, unless terminated earlier as provided herein, until and including June 3, 2028.

9. Termination, Renegotiation, and Flight Cancellation/Diversion.

A. In addition to the rights of either party enumerated elsewhere in this Agreement or available to either party at law or equity, either party may terminate this Agreement upon written notice to the other party if the other party fails to perform any of its material obligations under this Agreement and such failure continues un-remedied during the ten (10) day period following the receipt by the other party of the notice of termination. The effective date of any such termination shall be the date provided in the notice from the party terminating this Agreement, but may not be less than the ten (10) day period provided above.

B. This Agreement will terminate immediately if Allegiant ceases to hold the governmental authorities or slots necessary to operate the COU Flights.

C. Allegiant shall have the right to terminate this Agreement upon no less than ninety (90) days' prior written notice to Guarantor.

D. Guarantor acknowledges that Allegiant may be required to cancel or divert flights, including the COU Flights, due to mechanical problems, weather conditions, or other circumstances beyond the reasonable control of Allegiant. If circumstances or conditions result in canceled or diverted COU Flights, Allegiant, at its sole cost, shall have the obligation to provide alternate air and/or ground transportation to COU, from the airport to which the COU Flight is diverted, for passengers who are ticketed on the COU Flights to COU in compliance with Allegiant's standard procedures for such circumstances. The

costs of any cancelled COU Flights shall not be included in the calculation of any Guaranteed Amount.

E. Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall have any obligation to the other party except for those obligations that may have accrued through the date of such termination (including Guarantor's obligation to pay any amounts due to Allegiant hereunder) and such obligations which by their nature or the express terms of this Agreement survive the expiration or earlier termination of this Agreement.

10. Remedies Upon Termination.

A. A termination pursuant to Section 10 shall not limit Allegiant's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay Allegiant all amounts owed to Allegiant as of the effective date of such expiration or termination.

C. In the event of a termination of this Agreement prior to its natural expiration for any reason, in accordance with the provisions of this Agreement, Guarantor shall pay all amounts owed to Allegiant, as of the effective date of the termination, within ten (10) days after receipt of an invoice from Allegiant.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Force Majeure and Impracticability.

Allegiant shall have the right to cease the operation of one or all of the COU Flights, (a) if the cessation of such flights is due to an event or events beyond Allegiant's reasonable control, including, without limitation, equipment failures, air traffic control, governmental regulations, recommendations, orders or other actions, strikes, war, terrorism, disaster, civil disorder, curtailment of transportation facilities, emergency beyond Allegiant's reasonable control, epidemics, pandemics or Acts of God, ("**Force Majeure**"); provided, however, and for the avoidance of doubt, in case of cessation of the COU flights as a result of Force Majeure, as provided above, so long as such event of Force Majeure was not caused by Guarantor's acts or omissions, Guarantor shall only be required to pay the Guaranteed Amount to Allegiant for the COU Flights that were operated prior to such cessation of the COU Flights as a result of Force Majeure.

12. Audit.

Upon reasonable notice, the Guarantor, at its expense, shall have the right to audit and inspect, at Allegiant's offices during normal business hours, Allegiant's books and records as they relate to the determination of Revenue on the COU Flights for the sole purpose of ensuring that, in determining the amount of Revenue, Allegiant is utilizing the same methodology as is applied to all of Allegiant's similar routes.

13. Confidentiality.

No party hereto may disclose to a third party any part of this Agreement, any information pertaining to the specific contents of this Agreement or any proprietary information received from the other party pursuant to this Agreement unless such information shall have already become publicly known without breach of this provision or unless required to do so pursuant to applicable law, regulation, governmental order or subpoena, provided that in the case of any such law, regulation, governmental order or subpoena the parties will consult in good faith as to how to proceed with the aim of taking all appropriate action to limit the scope of such governmental order or subpoena and/or obtain confidential treatment for any material required to be disclosed in response thereto, and, further, Guarantor shall give Allegiant not less than thirty (30) days' prior written notice of any such required disclosure and an opportunity for Allegiant to assert objections and exceptions to such disclosure. Unless prohibited by applicable law, the parties shall agree upon the timing and content of any public disclosure or press release relating to this Agreement or the COU Flights and no such public disclosure or press release shall be made or issued that has not been agreed upon by the parties hereto. Guarantor represents and warrants that (a) it is required by law (including Section 610.021 of the revised Statutes of Missouri and City Ordinance 2-15.3) to disclose and release an unredacted copy of this Agreement to Guarantor's City Council in connection with Guarantor's City Council's (x) approval of this Agreement and (y) approval, authorization, reservation, restriction, and allocation of funds for the Guarantor's payment of and to secure Guarantor's obligation to pay all amounts Guarantor may be required to pay to Allegiant under this Agreement, and (b) such disclosure and release of an un-redacted copy of this Agreement referenced in subsection (a) above is accomplished by Guarantor posting, on the Guarantor's website, an un-redacted copy of this Agreement with the agenda for Guarantor's City Council meeting. In reliance of the foregoing representations, Allegiant hereby consents to Guarantor's disclosure and release of an un-redacted copy of this Agreement to Guarantor's City Council (by Guarantor posting an un-redacted copy of this Agreement in connection with the agenda for the Guarantor's City Council meeting scheduled for the purposed set forth in (x) and (y) above). Neither party shall have the right to use the other party's name, logo or other marks without the express written permission of the other party.

14. Indemnification and Hold Harmless.

To the extent permitted by law, each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party, and its officers, directors, employees and agents (each an "**Indemnified Party**") from and against all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered by the Indemnified Party as a result of claims by third parties arising out of the willful misconduct or negligent acts, errors or omissions of the Indemnifying Party in connection with this Agreement, except to the extent caused by any Indemnified Party's negligence or willful misconduct. The provisions of this Section 14 shall survive the expiration or earlier termination of this Agreement.

15. Attorneys' Fees.

In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, the prevailing party in such action shall be entitled to receive from the

other party all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such action.

16. Counterparts and Headings.

This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument, and any party hereto may execute this Agreement by pdf or other electronic signature, which shall be effective as an original signature for all intents and purposes. The headings used to identify sections and paragraphs/subsections are for reference purposes only and shall have no bearing on the interpretation of this Agreement.

17. Notice.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given (A) upon delivery by hand, (B) one (1) day after delivery to a commercial courier (example, FedEx) for next business day delivery properly addressed and prepaid, or (C) within three (3) days after placement in the U.S. mail properly addressed and with sufficient postage for certified mail, return receipt requested to the addresses set forth in the first paragraph of this Agreement or such address as a party may designate in writing pursuant to this notice provision (provided, however, and notwithstanding the foregoing, any invoices rendered by Allegiant may be sent to Guarantor via electronic communication to Michael Parks at [michael.parks@como.gov](mailto:michael.parks@como.gov) and Matthew Lue at [matthew.lue@como.gov](mailto:matthew.lue@como.gov)).

18. Miscellaneous.

A. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement or any provision of this Agreement may not be amended, modified or waived except by a written agreement signed by both parties hereto.

B. This Agreement may not be assigned by either party hereto without the written consent of the other party; provided that Allegiant may assign this Agreement without such consent to an air carrier that is its corporate affiliate or successor without such consent.

C. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE OF MISSOURI.

D. The parties hereto represent that they have the authority to enter into this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Allegiant and Guarantor have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first written above.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 5540-101190-ALLAS and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, Finance Director

**Allegiant Air, LLC**

By: Sarah A. Richardson  
Sarah A. Richardson, Airport Affairs