METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
CONCESSION CONTRACT
FOR WIRELESS FIDELITY (WI-FI) ADVERTISING AND MANAGEMENT SERVICES
AT
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
AND
WASHINGTON DULLES INTERNATIONAL AIRPORT

THIS CONCESSION CONTRACT (Contract) is made by and between the Metropolitan Washington Airports Authority, 1 Aviation Circle, Washington, DC 20001 (Airports Authority), and ____________, a company organized and existing under and by virtue of the laws of the State of ______________ and authorized to do business in the Commonwealth of Virginia, (Contractor). The Airports Authority and Contractor together are sometimes referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Airports Authority is a public body corporate and politic, created by interstate compact between the Commonwealth of Virginia and the District of Columbia, with the consent of the Congress of the United States;

WHEREAS, the Airports Authority operates Ronald Reagan Washington National Airport (Reagan National) and Washington Dulles International Airport (Washington Dulles) Airports (collectively, the Airports), pursuant to a long term lease from the United States of America, acting by and through the Secretary of Transportation, and is authorized to enter into concession contracts;

WHEREAS, the Airports Authority owns and maintains modern Wi-Fi infrastructure platforms at the Airports (Wi-Fi Systems);

WHEREAS, the Airports Authority has determined that it is in the best interests of the Airports Authority, its tenants and the traveling public to enter into a non-exclusive concession contract with Contractor for the marketing of advertising and sponsorships and the development of a Wi-Fi platform (Wi-Fi Platform) that provides for the: (i) display of advertising, sponsorships and media; (ii) data analytics and reporting of public use of the Airports Authority’s Wi-Fi System;
and (iii) provision of a software solution that allows the Airports Authority to monitor and manage its Wi-Fi network and Wi-Fi log-in options (Software Solution).

WHEREAS, Contractor's proposal submitted in response to the Airports Authority's public solicitation, RFP No. 4-18-C001, has been selected and the Airports Authority’s President and Chief Executive Officer, or his designee, is authorized to enter into this Contract with Contractor on the terms and conditions set forth herein; and

WHEREAS, Contractor warrants to the Airports Authority that it is qualified, ready and able to conduct the business and meet the obligations hereinafter stated.

NOW, THEREFORE, the Parties hereto, for and in consideration of the rights and privileges granted herein and for the fees and covenants, agree as follows:

ARTICLE I - CONTRACT TERM

A. **Operating Period.** The base term of this Contract is two (2) years (Base Term) and shall commence on ______, 2018, and continue through ______, 2020, subject to such earlier termination or extension as is provided for herein. The Base Term and any Option Periods, as defined below, shall constitute the Operating Period.

B. **Option Periods.** The Airports Authority, at its sole discretion, may extend the Base Term for up to three (3) option periods of (1) year each (Option Period). The Airports Authority shall notify Contractor in writing whether it intends to exercise an Option Period no later than sixty (60) days prior to the expiration of the Operating Period.

C. **Contract Year.** Contract Year shall mean the period beginning on _____ of each year and ending on _____ of the following year.

D. **Procurement Extension.** If required by the Airports Authority, Contractor shall consent to an extension of the Operating Period in order to allow the Airports Authority time to complete its solicitation process, provide continuity of services and/or facilitate an orderly transition to a subsequent Contractor. Such Operating Period extension shall be for a time period not to exceed one year, as determined by the Airports Authority, and shall be under the same terms and conditions as stated herein. The Minimum Annual Guarantee for the period of such extension shall remain the same as it was during the Contract Year immediately prior to the extension.

E. **Contractor Cooperation During Transitions.** Contractor agrees to cooperate in good faith and in a commercially reasonable manner in the transition, without material interruption, from Contractor to Contractor’s successor, upon award of a new contract at the expiration or termination of this Contract, as directed by the Airports Authority. Such
cooperation shall include, but not be limited to, the assignment of Contractor’s then existing advertising contracts to the successor contractor at termination of this Contract.

ARTICLE II - INCORPORATION OF CONTRACTOR’S PROPOSAL

A. Certain sections of Contractor’s proposal, submitted in response to the Airports Authority’s RFP No. MWAA-4-18-C001 (Proposal), are incorporated into and made a part of this Contract (the RFP and such sections of the Proposal are attached as Exhibit A). Contractor shall be obligated to meet all specifications contained in its Proposal as well as those in the RFP. However, where an express provision of this Contract is in conflict with any provision of the Proposal, the Contract shall control unless the Airports Authority deems that the provision in the Proposal describes a higher level of service than the Contract provision.

B. Exhibit A is subject to public disclosure, in accordance with the Airports Authority's Freedom of Information Policy.

ARTICLE III – RIGHTS AND OBLIGATIONS OF CONTRACTOR

A. Contractor shall have the non-exclusive right to use the Airports Authority’s Wi-Fi Systems for the purposes of operating a concession to market and sell advertising and sponsorships for placement on the Wi-Fi Platform, all in accordance with the Scope of Work set forth in Exhibit B and the terms and conditions contained herein. Contractor shall provide all required advertising and technical support services, including licensing, user portal, configuration, data analytics, reporting, training and maintenance to allow the Airports Authority to manage its Wi-Fi Systems. Contractor shall not use the Wi-Fi Platform for any other purposes without the prior written consent of the Airports Authority, which consent may be withheld in the Airports Authority’s sole discretion.

B. Contractor shall be responsible for all costs incurred for the design, development, installation, management, operation and maintenance of the Wi-Fi Platform.

C. Contractor shall be permitted to sell advertising on, or secure sponsorship for, the Wi-Fi Platform, subject to the approval of the Airports Authority as set forth in this Contract. Contractor shall insure that all advertising that it accepts conforms to standards of good taste which generally prevail in the placing of commercial advertising in public places. Contractor agrees that the Airports Authority retains the right to market and sell advertising and sponsorship agreements through vendors other than Contractor, for placement on the Wi-Fi Platform. Contractor shall follow the Airports Authority’s Advertising Guidelines as they may be amended from time to time. The current Advertising Guidelines are attached as Exhibit C. Contractor must have the Airports Authority’s review and approval, initially and continuously thereafter, of all advertising and sponsorship content and format, prior to placement on the Wi-Fi Platform.
a. Proposed ad copy must be provided to the Airports Authority prior to installation, and the ad copy is subject to rejection within three (3) business days provided that the Airports Authority shall within such three day period provide Contractor the basis for such rejection and the opportunity to provide revised ad copy in order to remove such objection causing the rejection.

b. The Airports Authority reserves the right, in its reasonable discretion, to further restrict or prohibit the content of advertising copy in furtherance of any proprietary and/or legitimate, substantial Airports Authority interest. The Airports Authority shall have no liability to Contractor for requiring Contractor to refuse or remove advertising or sponsorship in the Airports Authority’s exercise of its rights. Additionally, the Airports Authority shall have the absolute right and authority to demand removal, and Contractor shall immediately remove any advertising or sponsorship which was not submitted for the Airports Authority's approval, or which was disapproved by the Airports Authority, or which is not in accordance with the advertising submitted for the Airports Authority's approval, or which is prohibited in accordance with the provisions of the Advertising Guidelines.

c. The Airports Authority reserves the right to revise Airports Authority advertising content standards during the term of the Operating Period, and Contractor agrees to abide by such standards as they may be revised.

D. Contractor shall present users with a landing page which provides users the means to accept the terms and conditions of the Wi-Fi Platform and to connect to the Internet (“Landing Page”).

a. Contractor’s terms and conditions including limitations of liability, user responsibilities, privacy policy and indemnification provisions that users must accept to gain Wi-Fi access must be contained on the Landing Page or on a hyperlink on the Landing Page. Such terms and conditions and any changes thereto, must be approved in advance by the Airports Authority.

b. Contractor shall restrict users from navigating to the Internet prior to authentication and acceptance of terms and conditions.

c. If requested by the Airports Authority, Contractor shall provide to the Airports Authority, at no additional charge to the Airports Authority for display, installation or removal, an area on the Landing Page, or other pages on the Wi-Fi Platform, for the Airports Authority to display content of the Airports Authority’s choosing, including advertising and sponsorship content pursuant to agreements that the Airports Authority enters into with vendors other than Contractor. The
Airports Authority agrees to supply Contractor with this content in a computer-readable format per the specifications supplied by Contractor.

d. Contractor agrees to obtain Airports Authority’s approval of the content, look and format of all Wi-Fi Platform pages prior to implementing them in a live environment and the Airports Authority agrees not to unreasonably withhold such approval. The Airports Authority will be responsible for providing all Airports branding and content relevant to the Airports that Airports Authority wishes to make available to passengers (i.e. terminal maps, concession information, local area information, etc.). Contractor shall work with the Airports Authority to effect the integration of such content into the Landing Page.

E. All data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor shall comply with, and shall cause all of its subcontractors to comply with, all applicable laws regarding the protection, use and maintenance of such information and data, expressly including each of the requirements set forth below:

a. Contractor represents and warrants that (i) Contractor shall use commercially reasonable efforts to ensure the services, including any content or other information provided by Contractor pursuant to this Contract are free from viruses, malware, spyware, and other similar harmful and destructive code, and (ii) Contractor shall not insert into any content or Airports Authority system, any destructive mechanisms and shall not invoke any such mechanisms at any time, including upon expiration or termination of this Contract for any reason.

b. Contractor will maintain and enforce information and data privacy and security procedures with respect to its access to, and use and storage, of all Airports Authority data and any personal data collected by Contractor on behalf of the Airports Authority (Airports Authority Data) that (i) are at least equal to industry standards taking into consideration the nature and scope of the service to be provided, (ii) are in accordance with the Airports Authority’s security requirements, (iii) comply with all applicable laws and regulations, and (iv) provide reasonably appropriate safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use.

c. Contractor may, in connection with this Contract, obtain or be provided Personally Identifiable Information (PII) pertaining to Airports users and to Airports Authority’s current and prospective personnel, directors and officers, agents, subcontractors and customers and may need to process such personal data and/or transfer it, subject to the restrictions set forth in this Contract and otherwise in compliance with all laws, for the sole purpose of performing the services under this Contract. For purposes of
this Contract, PII is information that can be used on its own, or with other information to identify an individual person.

d. Contractor will not, during the term of this Contract and thereafter in perpetuity, gather, store, log, archive, use or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any personal data to any third-party, except in accordance with law and as expressly required to perform its obligations in this Contract, or as Contractor may be expressly directed or permitted in advance in writing by the Airports Authority. Contractor represents and warrants that Contractor will use and process PII only in compliance with (i) this Contract, and (ii) all applicable law.

e. All of the Airports Authority Data to which Contractor has access, including all analytical data collected by Contractor regarding Wi-Fi usage by the traveling public and information regarding the uses of the Wi-Fi Platform, or which is otherwise provided to Contractor under this Contract, shall be and remain the property of the Airports Authority and the Airports Authority shall retain exclusive rights and ownership thereto. Airports Authority Data shall not be used by Contractor for any purpose other than as required or expressly permitted under this Contract, nor shall such Airports Authority data, or any part of such data be disclosed, sold, assigned, leased or otherwise disposed to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, except as expressly permitted under this Contract.

f. Contractor shall, following discovery, and without unreasonable delay, notify the Airports Authority of any security breach, or suspected security breach, of any Airports Authority confidential information. Contractor shall fully cooperate with the Airports Authority in resolving the security breach, including notifying all affected users of the Wi-Fi Platform. Contractor shall be responsible for all costs and expenses for mitigation actions incurred as a result of a security breach primarily caused directly or indirectly by Contractor.

F. Installation of Contractor’s Software Solution for the Wi-Fi Platform on the Wi-Fi Systems shall be carefully planned and executed such that the existing Wi-Fi Systems are not disrupted during the installation and integration of the Wi-Fi Platform.

G. Contractor acknowledges that this Contract is not a lease, that there are no leased premises, and that this Contract does not create a leasehold interest in any part of the Airports.
ARTICLE IV – WI-FI PLATFORM INSTALLATION AND MAINTENANCE

A. Upon award of the Contract, Contractor shall coordinate, as necessary, with the Airports Authority, its contractors, and any selected software providers to in order to install its Software Solution and the Wi-Fi Platform. Except as otherwise provided herein, Contractor shall provide, at its own expense, all maintenance, repairs and improvements required to develop, design, install, and maintain the Software Solution and the Wi-Fi Platform. Once the Software Solution and Wi-Fi Platform are installed, the security and administration of the Wi-Fi Platform will be managed by the Airports Authority. Contractor will be given appropriate administrative rights, as necessary, to allow Contractor to perform its requirements under the Contract.

B. The Airports Authority will maintain the operation of the Wi-Fi Systems to the extent feasible, however, it shall have the right to temporarily and/or permanently disable the Wi-Fi Systems or the Wi-Fi Platform, as required during construction, renovations, alterations, repairs of the Airport or other events; provided, however, that the Airports Authority will undertake its best efforts to minimize such repair, alteration, renovation or construction so as not to interfere if possible with Contractor's use of the Wi-Fi Platform. The Airports Authority does not warrant that access to, or operation of, the Wi-Fi Systems will be uninterrupted or error-free or that any errors will be corrected immediately and the Airports Authority assumes no responsibility and accepts no liability, nor will there be any financial consequences to the Airports Authority except as stated herein, for any disruption in service or availability of the Public Wi-Fi Systems.

ARTICLE V - FINANCIAL CONSIDERATION

A. **Definition of Gross Receipts.** The term "Gross Receipts" as used herein shall mean the total amount of all receipts received or realized by, or accruing to the Contractor or on behalf of Contractor, including without limitation: any fees, income or revenue derived from the sale of products, services, advertising or sponsorships on or access to the Wi-Fi Platform. Gross Receipts shall be broadly construed and shall include all revenue/consideration Contractor collects from pay-for-use transactions, advertising and sponsorship revenue, monthly subscription and roaming session fees and all other payments including, but not limited to, fees arising from contractual services provided by Contractor to Airports Authority tenants, concessionaires, and other Airports Authority approved operators at the Airports, any other revenue Contractor collects associated with consumer use of the Wi-Fi Platform and revenues Contractor receives from subscription account access to premium Wi-Fi Platform services. All revenues shall be deemed to be received at the time of the determination of the amount due to Contractor for each transaction, whether for cash or credit and not at the time of billing or payment, unless specifically approved by the Airports Authority. Gross Receipts shall exclude amounts of any federal, state, or municipal sales or similar taxes collected by Contractor. No other deduction from Gross Receipts shall be allowed by the Airports Authority.
B. In consideration of the rights and privileges to be granted to Contractor by the Airports Authority, Contractor shall, during the term of the Operating Period, pay annually to the Airports Authority as compensation therefor, during each Contract Year of the Contract, either a Minimum Annual Guarantee (MAG) or the percentage of its Gross Receipts (Percentage Fee), whichever is the greater, on a Contract Year basis. All payments shall be remitted by electronic funds transfer to the Airports Authority’s designated bank account on or before the date due. If Contractor fails to make a payment to the Airports Authority when due, late charges may be assessed as provided for in Paragraph F of this Article. All fees are to be paid to the Airports Authority in lawful currency of the United States.

C. **Minimum Annual Guarantee.** Contractor shall pay the following MAG amounts for each year of the Contract:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Contract Year 1</td>
<td>$___________________</td>
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<tr>
<td>Contract Year 2</td>
<td>$___________________</td>
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<tr>
<td><strong>Option Years</strong></td>
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<tr>
<td>Contract Year 3</td>
<td>$___________________</td>
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<tr>
<td>Contract Year 4</td>
<td>$___________________</td>
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<tr>
<td>Contract Year 5</td>
<td>$___________________</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$___________________</td>
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One-twelfth (1/12) of the MAG shall be paid in advance and without demand on or before the first day of each calendar month. For any period of less than one calendar month during the Operating Period of the Contract, the monthly MAG payment shall be pro-rated. Said monthly payment of the MAG shall be deemed delinquent if payment is not received by the tenth (10th) calendar day of the month.

D. **Percentage Fee.** The Percentage Fee for each Contract Year shall be 65% of Contractor’s Gross Receipts generated each Contract Year during the Operating Period of the Contract. If the Percentage Fee for a Contract Year is greater than the MAG due for that Contract Year, the Contractor shall owe the Authority the difference between the MAG and the Percentage Fee due for the year. By no later than the twentieth (20th) day after the beginning of each calendar month during the Operating Period of this Contract, including the month following the month in which this Contract expires or is terminated, the Contractor shall pay to the Authority, without demand or invoice by the Authority, a
sum of money equivalent to the amount by which the monthly percentage concession fee exceeds the monthly MAG paid for the previous month. In the event the percentage concession fee for the month does not exceed the monthly MAG paid for that month, then no percentage concession fee shall be due for such month. Percentage concession fee payments, if due, shall be deemed delinquent if not received by the twentieth (20th) calendar day of the month.

E. **Reconciliation of MAG and Percentage of Gross Receipts Fee.** Within ninety (90) days following the end of each Contract Year, the Contractor shall determine, based upon the total Percentage Fee for the Contract Year, whether the MAG or the Percentage Fee for that year is greater. The Contractor shall then determine whether the monthly payments of MAG and Percentage Fees equal the amount owed by the Contractor for that Contract Year. If the Contractor has underpaid, it shall submit the balance due on or before the ninetieth (90th) day after the end of the Contract Year in which the Gross Receipts were earned. If there has been an overpayment, said overpayment shall be reported in the Annual Certified Statement and handled in accordance with Paragraph G of this Article.

F. **Monthly Certified Statement.** By no later than the twentieth (20th) day of the following month, or the first business day after the twentieth (20th) if it falls on a weekend or holiday, Contractor shall submit an itemized Monthly Certified Statement to the Airports Authority, in such form and detail which the Airports Authority may reasonably request, including a level of detail equivalent to Contractor's own general ledger delineations which (i) sets forth Contractor's entire Gross Receipts for the prior calendar month; (ii) Percentage Fee payment calculation (iii) separately identifies by category any receipts derived by Contractor which have been excluded from the computation of Gross Receipts; (iv) lists any adjustments to Gross Receipts; and, (v) lists the transactions occurring during the calendar month.

The Statements shall be certified as true, accurate, and complete by an authorized representative of Contractor. The Contracting Officer must approve any changes to the format of the Monthly Certified Statement in advance in writing.

The Monthly Certified Statement shall be forwarded to the Airports Authority at the addresses below:

Certified Statement and Supporting Documentation  
Contracting Officer  
Office of Supply Chain Management  
Metropolitan Washington Airports Authority  
1 Aviation Circle  
Washington, DC  20001-6000
Without waiving any other right of action available to the Airports Authority in the event of default in payment of charges and fees hereunder, if Contractor fails to make a payment to the Airports Authority when due, late charges may be assessed. Late charges may consist of interest and penalties at the Airports Authority’s discretion. Late charges will be assessed for each day or portion thereof that the payment is late.

The interest rate shall be at the per annum rate which is four percent (4%) higher than the prime rate as published in The Wall Street Journal on the date such payment was due.

In addition to interest, monthly late penalty charges at the rate of six percent (6%) per annum (or as established periodically) of the amount due will be assessed on the unpaid portion of accounts more than thirty (30) days past due.

G. **Annual Financial Statements/Annual Certified Statement.** Within ninety (90) days following the end of each Contract Year, Contractor, at its own cost and expense, shall provide to the Airports Authority audited financial statements of the revenue, expenses, and fees paid for the Wi-Fi advertising and management services concession. The audit must be conducted by an independent certified public accountant (CPA). The statements must include an opinion by the independent CPA that revenue, expenses, and fees have been presented in accordance with Generally Accepted Accounting Principles (GAAP), have been audited in accordance with Generally Accepted Auditing Standards (GAAS), and are in accordance with the terms and conditions of this Contract, including the definitions of Gross Receipts, expenses, and net income in the format as set forth in the pro forma financial statement as presented in Contractor’s Proposal. The audited financial statements shall also contain a statement of the Gross Receipts and expenses, and provide a reconciliation of all fees previously paid to the Airports Authority during the Contract Year, by month, as shown on the books and records of Contractor and which were used to compute the fees paid to the Airports Authority during the Contract Year covered by the Annual Certified Statement.

a) **Additional Payment if Fees Underpaid.** If the fee schedules provided by Contractor to the Airports Authority with respect to any Contract Year indicate that the amount of MAG and/or Percentage Fee which Contractor actually paid to the Airports Authority with respect to such Contract Year was less than the amount of amount of MAG and/or Percentage Fee due and owing for such Contract Year under the terms of this Contract, then Contractor shall pay the difference plus interest (at the rate specified in Paragraph F of this Article) to the
Airports Authority at the same time it provides the annual statement to the Airports Authority.

b) **Credit if Fees Overpaid.** If the fee schedules provided by Contractor to the Airports Authority with respect to any Contract Year indicate that the amount of MAG or Percentage Fee which Contractor actually paid to the Airports Authority with respect to such Contract Year was greater than the amount of MAG and/or Percentage Fee due and owing for that Contract Year under the terms of this Contract, then the amount of such excess shall, at the option of the Airports Authority, either be paid in lump sum within a thirty (30) day period or credited to the fees next due and owing from Contractor to the Airports Authority, unless the Contract Term has expired, in which event such amount shall be promptly refunded by the Airports Authority to Contractor. Contractor shall not assume any credit and shall not apply any credit to fees due to the Airports Authority until Contractor receives written approval from the Contracting Officer for such credit.

H. **Taxes and Governmental Charges.** In addition to the fees payable to the Airports Authority, Contractor shall pay, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against Contractor.

I. **Airports Authority’s Right to Inspect and Audit.**

a) Contractor shall maintain in a true and accurate manner, and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of Contractor’s revenue and expenses in accordance with GAAP and with Generally Accepted Auditing Standards (GAAS).

b) Books, records, and information to be made available to the Airports Authority shall include, but not be limited to, all supporting documentation that is fundamental for the performance of an audit in accordance with GAAS.

c) Upon request of the Airports Authority, Contractor and its subcontractors shall submit a SSAE 16 (SOC2) audit report.

d) Contractor may keep the books and records it is required to maintain at its corporate office or elsewhere available for inspection. Such books and records shall be kept segregated from Contractor’s books and records relating to operations other than pursuant to the Contract. Contractor shall make such books and records available to the Airports Authority or its designee within seven (7) business days of receiving said request from the Airports Authority. Should
The Airports Authority shall have the right, upon reasonable notice to Contractor, to audit the corporate books and records relating to the operations of Contractor in order to determine the correctness of the fees paid to the Airports Authority for any Contract Year. The Airports Authority’s right to inspect and audit extends to the books and records of all subcontractors and/or partners under this Contract as they relate to this Contract. If the audit discloses intentional inaccuracies, this Contract, at the option of the Airports Authority, may be terminated.

e) If, as a result of the audit performed, additional fees are due from Contractor to the Airports Authority, Contractor shall immediately pay to the Airports Authority such additional fees, together with interest on the amount of such additional fees at the rate specified; from the date such additional fees should have been paid. Further, if the audit establishes that Contractor has understated and underpaid fees by three percent (3%) or more for any Contract Year, then the entire expense of such audit, whether internal or external, shall be paid by Contractor.

f) In the event that it is established through an audit conducted by the Airports Authority that fees or charges otherwise due to the Airports Authority under this Contract have not been paid to the Airports Authority as a result of Contractor’s improper recording of its Gross Receipts, Contractor shall pay to the Airports Authority as delinquent fees and charges (with interest and penalties) an amount equal to the amount of fees or charges reasonably estimated to have been lost to the Airports Authority.

g) The Airports Authority’s rights to inspect and audit the books and records of Contractor shall survive the expiration or earlier termination of the Contract. Contractor shall retain and keep available all documents and records relating to this Contract for not less than three (3) years after the expiration or termination date of the Contract term or any extension, or in the event of litigation or claims relating to this Contract until such litigation or claims are completely disposed of and all time limits for appeal have expired.

ARTICLE VI - PERFORMANCE GUARANTEE

A. The Contractor shall deliver to the Authority upon the execution of this Contract a Performance Guarantee in the amount of ___________________________ ($____) which is fifty (50%) percent of the Contract Year One MAG. This Performance
Guarantee is required in order to guarantee the full and faithful performance of the terms and conditions of this Contract by the Contractor and shall be subject to claim in full or part by the Authority in the event of default by the Contractor or failure to fully perform the Contract. The Contractor shall ensure that the performance guarantee is maintained at all times in the proper amount throughout the Term.

B. The amount of said Performance Guarantee shall be subject to adjustment at the end of each Contract Year, to an amount equal to fifty (50%) percent of the Minimum Annual Guarantee for that Contract Year.

C. The Performance Guarantee, at the option of the Contractor, may be in the form of an irrevocable letter of credit issued by a bank (with a rating “B” or better by Kroll Bond Ratings), a certified check, cashier’s check, or money order acceptable to the Authority and made payable to the Authority. The performance guarantee may also be in the form of a performance bond issued by an insurance company acceptable to the Authority.

D. If the Contractor fails to provide or maintain the performance guarantee in effect at any time during the period of the Contract, the Contractor shall be in default and the Contract may be terminated by the Authority.

ARTICLE VII - DEFAULT AND TERMINATION

A. Default Events. Each of the following events shall constitute a Default:
   
a) If an event of insolvency of Contractor should occur, including, but not limited to, an assignment for the benefit of creditors.

b) The occurrence of any act which operates to deprive Contractor of the rights, powers and privileges necessary for the proper conduct of this Contract.

c) The discontinuance of operation of the Wi-Fi advertising and management concession program.

d) If Contractor’s interest in this Contract is assigned by operation of law.

e) If Contractor fails to perform, keep or observe any of the terms, covenants and obligations under the Contract.

B. Consequences of a Default.
   
a) If a Default occurs, the Airports Authority will give to Contractor a notice of Default and an opportunity to cure. If Contractor has not cured, or made reasonable progress to cure the Default within fifteen (15) days from Contractor’s
receipt of the notice, the Airports Authority may immediately terminate the Contract by written notice to Contractor. Upon termination, Contractor shall immediately remove the Wi-Fi Platform from the Airports Authority websites, ensuring that there will not be any disruption to those websites in the process of removal.

b) If this Contract is terminated, Contractor shall remain liable (in addition to accrued liabilities), to the extent legally permissible, for the amounts that Contractor would have been required to pay to the Airports Authority had the Contract not been terminated. Contractor shall also pay as damages the Airports Authority’s expenses for replacing the Wi-Fi Platform. In addition, Contractor shall pay to the Airports Authority such sums as the court which has jurisdiction there over may adjudge as reasonable attorney’s fees with respect to any successful lawsuit or action instituted by the Airports Authority to enforce the provisions of this Contract.

c) If Contractor is in Default under this Contract, the Airports Authority may, after providing a Default notice to Contractor, cure the Default at any time through any action deemed appropriate by the Airports Authority for the account and at the expense of Contractor. Contractor shall reimburse the Airports Authority for any amounts expended by the Airports Authority in connection with the cure. Such cure shall not constitute a waiver of the Airports Authority's rights with respect to that or any other Default, unless otherwise expressly stated in writing by the Airports Authority.

d) The Airports Authority's rights and remedies set forth herein shall be in addition to any other right or remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay by the Airports Authority in exercising a right or remedy shall constitute a waiver or acquiescence to the Default. No waiver of a Default shall be effective unless it is in writing. No waiver of a Default shall extend or affect any other Default or impair any right or remedy with respect thereto.

e) The Airports Authority shall not be liable for any damage, including, but not limited to, loss of profit, and Contractor shall not make a claim of any kind whatsoever against the Airports Authority, its agents or representatives.

f) To the extent that the Airports Authority’s right to terminate this Contract in accordance with this Article is temporarily or otherwise unenforceable under 11 U.S. C. Section 101 et. seq. as amended from time to time (“Bankruptcy Code”), or under any other statute, then Contractor as well as any trustee for the estate of Contractor agree to: (1) perform promptly every obligation of Contractor under this Contract (other than non-monetary obligations of Contractor that are not
capable of being performed due to the filing of a bankruptcy case by Contractor under the Bankruptcy Code) until this Contract is either rejected, assumed or deemed rejected under the Bankruptcy Code; (2) pay the post-petition monthly payments of rent and other fees and expenses as and when such payments become due under the Contract; (3) assume or reject this Contract within the minimum period of time provided for so doing under the Bankruptcy Code and in connection therewith, Contractor hereby waives any right to request extensions of such time period unless the Airports Authority agrees in writing to permit an extended time period; (4) provide the Airports Authority at least thirty (30) days prior written notice of any intended filing relating to its assumption of this Contract and in such notice, provide detail regarding any proposed assignee of the Contract, including financial information regarding such intended assignee; (5) upon the assumption of the Contract, cure any pre-petition default of Contractor under the Contract and provide the Airports Authority with adequate assurance regarding the ability of Contractor to continue to comply with the Contract; (6) provide the Airports Authority adequate assurance of future performance under the Contract by Contractor or Contractor’s assignee. Nothing herein shall be deemed consent by Airports Authority regarding Contractor’s ability to assign this Contract to any third party without Airports Authority’s written consent. For purposes of this paragraph, “adequate assurance of future performance” shall be determined by the Airports Authority in its sole discretion, provided however that Airports Authority shall be reasonable in such determination. If there exists any post-petition default under the Contract, Contractor agrees to consent in writing to relief from the automatic stay under the Bankruptcy Code in favor of the Airports Authority to enable Airports Authority to terminate the Contract as expeditiously as possible.

ARTICLE VIII - OWNERSHIP OF INTELLECTUAL PROPERTY AND EQUIPMENT

A If, in connection with performing work under this Contract, Contractor or its subcontractors creates deliverables including, without limitation, system designs, software, reports, surveys, source codes, or any other original works of authorship, whether in digital or any other format (Deliverables), Contractor hereby assigns all of Contractor’s copyrights in such Deliverables to the Airports Authority. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the Airports Authority may reasonably request in order to assist the Airports Authority in perfecting its rights in and to the copyrights relating to the Deliverables.

B) "Pre-existing Work" shall mean the proprietary technology, processes, know-how or tools used by Contractor in the creation of the Wi-Fi Platform, including, but not limited to the systems, technology, website design, policies and procedures and data layouts. The Airports Authority will not obtain any ownership interest in the Pre-existing Work.
Contractor grants to Authority all rights necessary to access and use the Pre-existing Work such that the Airports Authority may utilize and have the quiet enjoyment of the Wi-Fi Platform and other deliverables that Contractor is obligated to provide pursuant to this Contract. Additionally, to the extent the Software Solution and Wi-Fi Platform include, in whole or in part, Pre-existing Work, Contractor hereby grants the Airports Authority, including the Airports Authority’s agents, a perpetual, irrevocable, fully-paid up, non-exclusive license for the use of any such Pre-existing Work as part of the Software Solution and Wi-Fi Platform, including the right to reproduce, display, make copies of and prepare derivative works based on the Pre-existing Work.

C) Title to all hardware or equipment used or installed in the Wi-Fi Platform shall vest with, or be transferred to, the Airports Authority, or its designee, unless otherwise authorized by the Contract. With regard to commercially available software solutions utilized by Contractor for the Software Solution and Wi-Fi Platform, ownership and licensing rights shall apply as set forth in the end user license agreement for each product. Contractor will be responsible for all costs of ownership and licensing of software during the Operating Period and will also be responsible for fees, if any, related to the transfer of licenses to the Airports Authority or a successor contractor at the expiration of the Contract.

ARTICLE IX - PATENT AND COPYRIGHT INDEMNITY

A. Patent and Copyright Indemnity.

a) Contractor will defend or settle, at its own cost and expense, any claim or suit against the Airports Authority alleging that any product furnished under this Contract infringes on any Federal, state or common law patent, trademark, copyright or trade secret rights. Contractor will also pay all damages and costs that by final judgment may be assessed against the Airports Authority due to such infringement.

b) Contract shall be notified promptly in writing by the Airports Authority of any claim or suit. The Airports Authority shall, at Contractor’s expense, cooperate with Contractor in a reasonable way to facilitate the settlement or defense of any claim or suit.

c) If any product or equipment become, or, in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option:

1. Procure the right to continue using the applicable product; or
2. Replace the product with a non-infringing comparable product; or
3. Modify the product so it becomes non-infringing and performs in a substantially similar manner to the original product.
d) Other than as set forth specifically in the paragraph above, the foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by Contractor under this Contract.

B. **Limitation of Liability.** Contractor and the Airports Authority disclaim any and all liability for special, incidental, or consequential damages (including loss of profit) for all activities arising out of or relating to this Contract.

C. **Survival.** The provisions of this Article shall survive the expiration, termination, or early cancellation of this Contract.

**ARTICLE X - INSURANCE**

A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service.

B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

C. All of the policies required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, maintained by the Airports Authority shall be non-contributing with respect to the Contractor’s insurance.

D. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity as defined in the Contract.

E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

F. The Contractor must protect the Personally Identifiable Information to which the Contractor has access to or is holding.

G. The Contractor and any Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.

H. The Contractor is prohibited from operating any vehicle, including mobile equipment, on the restricted areas of the airport such as Air Operations Area (AOA).
I. Insurance Coverage and Minimum Limits

1. Commercial General Liability
   a. Shall be a limit of not less than Five Million Dollars ($5,000,000) per occurrence.
   b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, and Damage to Rented Premises.
   c. The Products-Completed Operations coverage shall be provided for a minimum of two years following final acceptance of the work.
   d. Additional Insured: The Metropolitan Washington Airports Authority shall be included as an Additional Insured.
   e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

2. Commercial Automobile Liability
   a. In the event Contractor does not own automobiles, Contractor shall maintain coverage with the each accident limit identified below for Hired and Non-Owned Autos, which may be satisfied by way of endorsement to the Commercial General Liability policy described above or separate Business Auto Liability policy. Evidence of either must be provided.
   b. Shall be a limit of not less than One Million Dollars ($1,000,000) each accident for any vehicle (owned, non-owned, or hired/leased) used by the Contractor to fulfill the services contemplated by this Contract.
   c. Coverage shall include handling of property for loading and unloading.
   d. Additional Insured: The Metropolitan Washington Airports Authority shall be included as an Additional Insured.
   e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

3. Workers Compensation and Employers Liability
   a. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed.
   b. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.
c. Employers Liability shall be a limit of not be less than One Million Dollars ($1,000,000) for bodily injury by accident and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

d. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

4. **Cyber Insurance**

   *(Technology Errors & Omissions, Network Security/Privacy Liability, Media Liability)*

   a. Shall be a limit of not less than Five Million Dollars ($5,000,000) per claim with a Ten Million Dollars ($10,000,000) aggregate.

   b. The technology errors and omissions coverage exposures shall include, but not be limited to:

   1. Systems analysis;
   2. Software design;
   3. Systems programming;
   4. Data entry and processing;
   5. Systems integration;
   6. Outsourcing, including outsourcing development and design;
   7. Systems design, consulting, development, and modification;
   8. Training services relating to computer software or hardware;
   9. Management, repair, and maintenance of computer products, networks, and systems;
   10. Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software;
   11. Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output
   12. Technology services;
   13. Technology products;
   14. Media content (media liability coverage);
   15. Network security breaches, network extortion threats, crisis management expense, and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.

   c. The network security/privacy liability coverage exposures shall include, but not be limited to:

   1. Coverage for unauthorized access, denial of service attacks, computer viruses, Trojan horses, worms, transmission of any other type of malicious or damaging code, and failure of security;
   2. Hostile action or threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system,
including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;

(3) Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;

(4) Denial of service for which the Contractor is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;

(5) Loss of service for which the Contractor is responsible that results in the inability of a third party, which is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;

(6) Failure to prevent access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;

(7) Breach of privacy and the failure to protect and disclosure of personally identifiable information, and health information no matter how such loss occurs;

(8) Violation of privacy regulations, as defined by the insurance policy, in connection with the protection of personally identifiable information;

(9) Coverage shall not exclude the Airports Authority’s notification and crisis management costs, identity theft monitoring and regulatory defense;

(10) Disclosure of any third party’s proprietary information including liability for interruption of Airports Authority or any third party’s business including claims for loss of use.

d. The media liability coverage exposures shall include, but not be limited to:

(1) Infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name;

(2) Plagiarism;

(3) Public disclosure or loss of misappropriated trade secrets or unauthorized use of titles, formats, performances of artists or other performers, style, charters, plots, or other program material;

(4) Libel, trade libel, slander, disparagement of a person, organization, or product, or other forms of defamation;

(5) Unauthorized disclosure of data, which results in an invasion of privacy or other invasion, infringement, or interference with the right of privacy or publicity;
(6) Unfair competition including trademark dilution, deceptive trade practices, passing-off, and violations of Section 43(a) of the Lanham Act or similar statutes;
(7) Breaches of contract that are implied in fact or in law, resulting from the alleged misuse of data;
(8) False advertising or misrepresentation in advertising;
(9) Errors and omissions and negligence in the production or publication of content.

e. Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than three years from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.

f. **Additional Insured for Vicarious Liability**: The Metropolitan Washington Airports Authority shall be included as an **Additional Insured for Vicarious Liability** as in respects to the Contractor’s actions on behalf of the Airports Authority.

g. **Amend Insured v. Insured Exclusion**: The policy shall have the “Insured v. Insured” exclusion amended to allow an “Additional Insured” to bring an action against the “Named Insured”.

5. **“All Risk” Property (Contractor’s Property)**
   Replacement cost coverage under an “All Risk” policy for any of the Contractor’s real or personal property used or situated on Airports Authority’s property.

   If Contractor chooses to provide self-insurance for any of the Contractor’s real or personal property used or situated on Airports Authority’s property, the Contractor shall indicate by initialing on the line below that the self-insurance option has been chosen.

   _______ Contractor elects to self-insurance “All-Risk” Property.

J. By requiring insurance herein, the Airports Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to the Airports Authority in this Contract.

K. The Airports Authority reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Airports Authority’s reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Airports Authority’s interest.

L. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance
requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.

M. The Contractor is responsible to ensure that all Subcontractors independently carry insurance appropriate to cover the Subcontractors’ exposures, or are covered under the Contractor’s policies.

N. The Contractor shall provide the Contracting Officer with a valid Certificate of Insurance, in advance of the performance of any work and as soon as possible after renewal, exhibiting coverage as required by the Metropolitan Washington Airports Authority’s contract terms and conditions.

1. The Certificate of Insurance shall be provided on the most current industry standard form by ACORD (Association for Cooperative Operations Research and Development) or other form acceptable to the Authority.

   a. For Liability Insurance, the ACORD 25 (2016/03) is the most current industry standard form. ACORD 25 forms older than 2016/03 may not be acceptable.

   b. Other evidence of insurance forms which may be acceptable include, but are not limited to, certificate forms created by the insurance company, Memorandum of Insurance, Certificate of Commercial Liability Insurance by ISO, and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.

2. The Certificate of Insurance shall include the Contract Number.

3. If an Umbrella policy is used to meet the total insurance limits required by this Contract and covers more than General Liability and Automobile Liability, a statement must be provided on the Certificate of Insurance to indicate which policies are covered by the Umbrella policy.

4. If an Excess policy is used to meet the total insurance limits required by this Contract, a statement must be provided on the Certificate of Insurance to indicate which policy it follows.

5. The Certificate of Insurance shall be issued to:

   METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
   Procurement and Contracts Department
   ATTN: Contract Number 4-18-C001
   1 Aviation Circle
   Washington DC 20001-6000
ARTICLE XI - MISCELLANEOUS PROVISIONS

A. **Notices:** All notices to be given to the parties hereto shall be provided to the following addresses, as such may be changed from time to time in accordance with the terms of this Contract:

   **To the Airports Authority:**

   If by USPS:
   
   Contracting Officer  
   Office of Supply Chain Management  
   Metropolitan Washington Airports Authority  
   1 Aviation Circle  
   Washington, D.C. 20001-6000

   If by hand delivery or overnight delivery:
   
   Contracting Officer  
   Office of Supply Chain Management  
   Metropolitan Washington Airports Authority  
   2733 Crystal Drive  
   Washington, D.C. 22202

   **To Contractor:**

   ____________________________
   ____________________________
   ____________________________

B. **Public Announcements.** No public releases, promotional materials, or other announcements related to this Contract, or the services provided by Contractor under the Contract, are permitted without coordinating and obtaining the prior written approval of the Airports Authority.

C. **Incorporation of Standard Provisions.** The Standard Provisions for Concession Contracts attached hereto as Exhibit D, are incorporated into and made a part of this Contract. In the event of a conflict between the Standard Provisions and this Contract, this Contract shall control.

D. **Licenses and Permits.** Contractor shall at its own expense identify, provide and maintain in force any and all licenses and permits required to operate this concession.

E. **Entire Agreement.** The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further
understand and agree that the other party and its agents have made no representations or promises with respect to this Contract or the making or entering into of this Contract, except as expressly set forth in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By: _______________________

Contracting Officer
Title
Date: _______________________

CONTRACTOR

By: _______________________

Title
Date: _______________________
EXHIBIT A

RFP and sections of Contractor’s Proposal
EXHIBIT B

Scope of Work
EXHIBIT C

Advertising Guidelines
The Metropolitan Washington Airports Authority (Airports Authority) operates an advertising program for the primary purpose of generating non-aviation revenue to fund the operations of Ronald Reagan Washington National and Washington Dulles International Airports (Airports). The advertising program (including the Airports Authority’s Wi-Fi System and other display venues) does not constitute a public forum for public expression, and it is the intent of the Airports Authority that the program and the facilities shall not become a public forum but will remain primarily dedicated to advertising containing commercial content. These Advertising Guidelines (Guidelines) establish standards for determining acceptable advertising on the Airports Authority’s Wi-Fi System that is consistent with the Airports Authority’s objectives of maximizing revenue and creating a welcoming environment for the traveling public.

1. APPLICABILITY

These Guidelines apply to all advertising placed pursuant to the Airports Authority’s Wi-Fi Advertising Concession Program administered by ______________________ ( ) and its employees, agents and associated subcontractors under contract MWAA 4-18-C001 (the “Contract”). In accordance with Article III.C of the Contract, Licensee shall ensure that all advertising placed pursuant to the Contract is consistent with these Guidelines and supports the Airports Authority’s objectives. The Airports Authority has the final right to determine whether proposed advertising is consistent with the Guidelines.

The Airports Authority reserves the right to modify these Guidelines at any time.

2. OBJECTIVES

The Airports Authority is largely self-supporting through fees paid by airlines and other commercial entities operating at the Airports. The Airports Authority’s objectives for the Wi-Fi Advertising and Management Concession Program are to:

   a. Utilize available advertising opportunities at the Airports to maximize revenue;

   b. Provide information to the traveling public;

   c. Support a welcoming environment for the traveling public;

   d. Promote the increased use of the Airports in furtherance of stimulating tourism and economic development in the National Capital Region.

3. ADVERTISING CONTENT STANDARDS

Advertising placed pursuant to the Wi-Fi Advertising and Management Concession Program shall not:

   a. Depict graphic violence or images of violence or gore (including dead, injured or mutilated bodies or body parts, of humans, animals, or fetuses).

   b. Promote or convey, directly or indirectly, hatred, bigotry, violence or intolerance.
c. Contain words, images or other materials that demean, ridicule, debase, or disparage or that are hostile to the dignity or stature of any individual, group, or association of people.

d. Contain obscene or sexually-oriented material, references, or innuendo; images of nudity or depictions of unclothed or uncovered human genitals, buttocks or the female breast.

e. Contain expletives or images which convey or suggest expletives.

f. Promote the sale of contraceptives or medications and treatments to enhance sexual function and performance.

g. Advertise the sale of adult oriented products, businesses or services, including without limitation “X” or NC17” rated films or games, adult videos, clubs, escort services, stores, telephone services, or internet sites.

h. Contain words or images which suggest violence, threats of violence, or threats to individuals or society, or transportation or governmental facilities, including without limitation, references to bombs, guns, firearms, weapons, killers, shooters, terrorists, or hijackers.

i. Advertise the sale or promote or encourage the use of goods or services or activities whose purchase or use is unlawful or illegal.

j. Advertise the sale of or depict in any manner tobacco, tobacco products, marijuana, controlled substances, drug paraphernalia, e-cigarettes or similar products.

k. Advocate for or against or express an opinion regarding (i) an election for public office, (ii) a public referendum or initiative or recall, (iii) proposed legislation or (iv) matters of public debate or discussion, including without limitation, issues such as gun control, abortion, decriminalization of drugs, the war on terrorism.

l. Contain information or convey a message that is false, deceptive or misleading in any way or is unlawful under applicable law.

m. Contain words, images or other materials that are libelous, infringe on copyright or trademark rights, or otherwise may subject the Airports Authority to liability or litigation.

n. Contain words, images or other materials that contain or imply an endorsement by the Airports Authority without the written approval of the Airports Authority.
o. Be adverse to the commercial interests of the Airports Authority, or in competition with the air carriers or other authorized service providers operating at the Airports, or discourage tourism in the National Capital Region.

p. Promote service by an airline that does not provide scheduled service to the Airports, unless the advertising promotes service by an airline not currently serving the Airport but which has announced new service to the Airports.

q. Direct attention to materials, such as websites and apps, whose content is inconsistent with these Advertising Content Standards.

4. PUBLIC SERVICE ADVERTISING

In the event that Contractor wishes to place a public service advertisement on the Wi-Fi Platform, Contractor may place public service advertising content for not more than 60 days to a governmental agency or a 501(c)(3) entity (as registered with the Internal Revenue Service) or similar nonprofit entity, (1) to promote tourism or business development in the National Capital Region and (2) for an aviation-related message. The entity sponsoring such public service advertising shall be responsible for all costs related to its production, installation, display and removal at the Airports. All public service advertising shall include in readily visible typeface at the bottom of the page the following: “The views expressed in this advertisement are those of the sponsoring organization and do not necessarily reflect the views of the Metropolitan Washington Airports Authority,” and shall identify the sponsoring organization by name and by website.

Any advertising placed under this Section 4 requires prior approval by the Airports Authority and shall comply with all requirements of the Contract, including Section 3 above, Advertising Content Standards.
EXHIBIT D

Standard Provisions
Standard Provisions for Concession Contracts

June 22, 2017
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Article 1. Definitions and Interpretation

1.01 Definitions. Except as otherwise clearly indicated by the context, the following words, terms and phrases wherever used in this Contract shall for the purpose of this Contract have the following meanings:

"Airport" or "Airports" means either or both Ronald Reagan Washington National Airport (DCA) or Washington Dulles International Airport (IAD) as the context of this Contract shall indicate.

"Airline" shall mean a company operating scheduled air transportation services that has entered into a standard airline use and lease agreement with the Authority.

"Authority" means the Metropolitan Washington Airports Authority, the entity that operates and controls Washington National and Washington Dulles International Airports, or its successor.

"Contracting Officer" means the Vice President, Office of Customer and Concessions Development for the Authority, or, for the ground transportation, rental car, Fixed Base Operator or parking concession contracts, the Manager of Airport Administration for the Airport at which the contract will be performed, or such other authorized individual to whom contracting authority is properly delegated in accordance with Authority delegations of authority. The Contracting Officer is authorized to change any of the terms and conditions of the Contract and is also the party responsible for the on-site administration and enforcement of the terms and conditions of this concession Contract in all areas.

"Contractor" means the person or entity that has been awarded the right to establish and operate the Airport concession activity that is authorized by this Contract.

"Day" means business day unless otherwise specified.

"Expiration Date" means the scheduled last day of the period of this Contract. If the period of this Contract is extended, the Expiration Date shall be the scheduled last day of the period so extended. If the Contract is canceled or terminated, prior to the originally fixed Expiration Date, then the Expiration Date shall be the effective date on which this Contract is canceled or terminated, as established by the Authority; provided, that if this Contract is canceled or terminated prior to the originally fixed Expiration Date for default by the Contractor, this definition shall not be construed to preclude the Contractor's liability to the Authority for the period beyond the effective date of the termination or cancellation.

"Fixed Improvement" means any alteration, addition, annexation or improvement to the Premises or a portion thereof that cannot be removed or changed without material damage to, or destruction of, either itself or the Premises or a portion thereof.

"Gross Receipts" means the total amount received or realized by, or accruing to the Contractor from all cash or credit sales at the Airport of services, materials, or other merchandise made pursuant to the privileges authorized by this Contract. Losses due to "bad" checks or credit cards are the responsibility of the Contractor and shall not be deducted from gross receipts. A sale shall be deemed made at the Airport if: (1) the merchandise or services are ordered at the Airport and filled at the Airport or elsewhere; or (2) if the merchandise or services are ordered elsewhere, but the order is filled at the Airport or the merchandise or services are delivered from the Airport. All revenue shall be deemed to be received at the time of determination of the amount due the Contractor for each transaction, whether for cash or credit, and not at the time of billing or payment, unless otherwise specifically stated in this Contract; PROVIDED, HOWEVER, Gross Receipts exclude (1) refunds made by the Contractor to its customers for merchandise returned to the Contractor and (2) any taxes imposed by law which are separately stated and paid by the customer, and directly payable to the taxing authority by the Contractor.
"Interior Maintenance" means the maintenance and keeping in good repair of the assigned Premises. This includes, but is not limited to, janitorial services, removal of trash, pest control, painting and maintenance of wall coverings, relamping and maintenance of light fixtures, interior and exterior washing of windows, repainting of Premises, and replacement of floor covering. It does not include maintenance and repairs required because of structural defects.

"Operating Equipment" means furniture, furnishings, special lighting fixtures, carpeting, draperies, decorations or other special finishing work, signs, appliances and trade fixtures and equipment that is furnished, installed or used by the Contractor in its operations on the Airport. It does not include Fixed Improvements, or repair or maintenance of Operating Equipment or Fixed Improvements or displays or decorations that are of a seasonal or temporary promotional nature.

"Premises" includes the areas at the Airports that the Contractor is authorized to use under this Contract, including any alterations, additions, repairs or Fixed Improvements made thereto.

"President" means the President and Chief Executive Officer, Metropolitan Washington Airports Authority, or such person or persons as may from time to time be authorized by the President to act for the President on matters pertaining to this Contract.

1.02 Interpretation. In this Contract, unless the context otherwise requires:

1. The terms "hereby," "herein," "hereof," "hereto," and "hereunder" and any similar terms used in this Contract refer to this Contract.

2. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies as well as natural persons.

3. Any headings preceding the text of the Articles and Sections of this Contract, and any table of contents, shall be solely for convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect.

4. Words importing the male gender shall include the female gender and vice versa.

5. Words importing the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.

6. A provision of this Contract that prohibits a party from performing an action shall be construed so as to prohibit the party from performing the action or permitting others to perform the action.

7. A provision of this Contract that requires a party to perform an action shall be construed so as to require the party to perform the action or cause the action to be performed.

8. "Including" means "including but not limited to."

9. The parties agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. Except as otherwise provided in this Contract, none of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

10. All attachments to this Contract shall be deemed to be a part of this Contract.
11. In the event of a conflict between the body of the Contract and these Standard Provisions, the Contract shall take precedence.

**Article 2. Incorporation of Proposal and Rights In Data**

*2.01 Incorporation of Proposal.* Unless otherwise provided in this Contract, the Contractor's proposal is hereby made a part of the Contract. The Contractor's proposal may be subject to public disclosure in accordance with the Authority's Freedom of Information Policy. Notwithstanding the foregoing, however, the Authority will not publicly disclose commercial or financial information contained in the proposal which the Contractor specifically designates as confidential and provides the Authority with specific reasons protection is necessary.

*2.02 Rights in Data.* If the Contractor is required during the period of the Contract to submit data regarding revenue generated under the Contract, the Authority has the right to use such data in contract solicitations and the data may also be subject to public disclosure pursuant to the Authority's Freedom of Information Policy.

**Article 3. Use of Premises and Operation of Concession**

*3.01 Use of Premises.* The Contractor shall use the Premises only to operate the concession specified herein. No other uses are permitted unless previously authorized by the Authority in writing, which authorization may be withheld in the Authority's sole discretion.

*3.02 Operation of Concession.* Except as otherwise authorized by the Authority in writing, the Contractor shall:

1. Operate this business during such hours as may be deemed reasonably necessary by the Authority, or as specifically stated elsewhere herein.

2. Keep its Premises used for retail business fully staffed with knowledgeable, helpful, courteous, considerate and efficient employees. The Contractor shall require its employees to observe a strict impartiality as to services. The Contractor shall prohibit and restrain its agents, servants, and employees from loud, noisy and/or persistent announcement of its services on or about the Premises or the Airport.

3. Make every reasonable and lawful effort to maintain, develop and increase the business conducted by it under this Contract. The Contractor shall use its best efforts to achieve a maximum sales volume for the concession. It further agrees not to divert, or cause or allow to be diverted, any business from the Airport.

4. Use for office, clerical, storage or other non-selling purposes only such space in the Premises as is reasonably necessary for Contractor's business therein, and shall not perform any office, clerical, storage or other functions in the Premises for any other concession, business or store.

5. Not use the space outside or adjacent to the Premises for displays, sales or any other similar undertaking.

6. Not place any load on any floor in the Premises that exceeds the floor load per square foot that such floor was designed to carry.

7. Not use any roof over the Premises for any purpose. Contractor shall not use exterior walls of the Premises except that the Contractor may use any display windows that are part of the Premises and except that the Contractor may erect signs approved by the Contracting Officer.

8. Not use the Premises for any illegal trade or business, or for any other illegal purpose.
9. The Contractor shall not employ or retain in its service, or permit to remain upon the Premises, any person reasonably found by the Contracting Officer to be objectionable or unfit for such employment.

10. Not install or have installed or allow to be installed upon the Premises any sign, either lighted or unlighted, display, video, poster, magazine or other printed materials containing advertising. The Contractor expressly acknowledges that the Authority maintains separate exclusive advertising concessions at the Airport for the dissemination of local and national advertising and the distribution of a complimentary magazine relating to the Airports. The Contractor warrants that it shall not engage in any conduct which conflicts with such other concessions. Any sign, video, poster, magazine or printed material containing advertising, or other displays not approved by the Authority shall be removed from the Premises by the Contractor within one (1) day after notice from the Authority. The Authority may enter the Premises and remove the unapproved item(s) if the Contractor does not remove the item(s) itself.

11. Not install vending machines, public telephones and other similar coin-operated equipment on the Premises unless authorized by the Contracting Officer.

3.03 Merchandise; Prices to be charged. The Contractor shall keep the concession continuously stocked with high quality, saleable merchandise and establish reasonable prices to be charged for the products and services to be sold or exchanged that are consistent with the pricing set forth in its proposal. The Contractor may, subject to the written consent of the Contracting Officer, grant complimentary or reduced rates to certain persons as are customary in businesses of similar character.

1. Reasonableness of prices shall be judged by comparison with the Contractor’s pricing contained in its proposal and by comparison to prices currently charged for comparable goods or services furnished or sold outside the Airport in the Washington, DC Metropolitan Area under similar conditions with due allowance for accessibility, availability, cost of labor and materials, type of patronage and other conditions customarily considered in determining charges. However, consideration may also be given to such other factors as the Contracting Officer may reasonably deem significant. The Contractor shall within forty-eight (48) hours after notice from the Contracting Officer, reduce any prices judged by the Contracting Officer to be unreasonable under this Section 3.03.

2. The Contractor shall sell only the merchandise and services specifically authorized herein and provide the Operating Equipment, Fixed Improvements, management, personnel, goods and commodities necessary therefor. The Authority reserves the right to determine the nature and type of merchandise and services that may be sold or furnished by the Contractor. The Contractor shall, within forty-eight (48) hours after receipt of written notice from the Contracting Officer, discontinue the sale of any product or service that the Contracting Officer reasonably determines to be in violation of the rights granted hereunder.

3.04 Insurance Rate. The Contractor shall comply with all insurance requirements relating to or affecting the Premises. If insurance premiums payable by the Authority for the Premises or the Airport exceed the rate that would have been applicable, because of a failure by the Contractor to comply with insurance requirements, or as a result of or in connection with the use to which the Premises are put by the Contractor (if such use is other than a use authorized under this Contract), Contractor shall, upon demand by the Authority, immediately reimburse the Authority for the excess insurance premiums paid by the Authority.

3.05 Hazardous Materials. Any Hazardous Materials shall be handled, stored, transported and disposed of in accordance with all applicable Federal, state and local statutes, ordinances, and regulations. The term "Hazardous
Materials" shall mean any substance, chemical, or waste which at any time shall be defined as hazardous, toxic, or dangerous under applicable federal, state or local laws or regulations that govern (1) the existence, cleanup, or remedy of contamination on property; (2) the protection of the environment from spilled, deposited or otherwise emplaced contamination; (3) control of hazardous wastes; or (4) the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Article 4. Condition of Premises, Alterations, Discharge of Liens

4.01 No Representations or Warranties. The Authority makes no representations, covenants or warranties with respect to the Premises except as expressly set forth in this Contract.

4.02 Construction, Alterations or Repairs to Premises.

1. Contractor shall not make or permit anyone to undertake any construction or make any alterations, additions or improvements, structural or otherwise, or install any Fixed Improvements or Operating Equipment (hereinafter collectively referred to as "Alterations"), in or to the Premises without the prior written consent of the Contracting Officer. Prior to the commencement of work on any Alterations, the Contracting Officer's written approval must be obtained as to comprehensive plans and specifications showing all the proposed Alterations, including detailed descriptions of the effect of the proposed Alterations on the mechanical and electrical systems of the building in which the Premises are located and the compatibility of the Alterations with the design and general character of the Airport and the area in which the Premises are located. The Authority shall have the right to stop such work if the Authority or its designated agent determines that such work is not being done in a workmanlike manner or in accordance with the plans and specifications provided to the Authority. In such event, the Contractor shall promptly correct the problem that gave rise to the work stoppage. If the Contractor fails to do so within a time period determined by the Authority to be reasonable, then the Authority may, at its sole option, and at Contractor's expense, correct such problem(s), and complete the Alterations.

2. Said Alterations shall in all respects comply with the Virginia Uniform Statewide Building Code, the Authority's Design Manual; Authority regulations and directives; Federal Aviation Administration regulations, orders and advisory circulars; federal and state environmental regulations; the Authority's Construction Safety Manual; Authority insurance requirements; Virginia Occupational Safety and Health standards; applicable food and beverage codes and other health regulations (Arlington, Fairfax or Loudoun County, U.S. Public Health Service); and any other applicable federal, state and local laws and regulations. All construction, alterations or repairs to the Premises shall also be required to meet any other standards specifically referenced or stated elsewhere in this Contract.

3. Within a reasonable time after this Contract has been fully executed, the Contractor shall apply to the appropriate authorities for any permits that may be required in connection with the Alterations to be done by the Contractor pursuant to this Contract. The time in which the Contractor is required to comply with this subparagraph shall take into account the time needed to develop and obtain the Contracting Officer's approval of plans, drawings and specifications.

4.03 Discharge of Liens. If any mechanic's or materialman's lien is filed against the Premises as a result of any work or act of the Contractor, the Contractor shall discharge the lien within twenty (20) days after the filing of the lien. In addition to any other remedies available to the Authority, if the Contractor fails to discharge the lien, the Authority may bond or pay the lien or claim for the account of the Contractor without inquiring into the validity thereof. The Contractor is required to reimburse the Authority for any funds so spent by the Authority.
4.04 Incorporation of Plans, Drawings and Specifications. Upon approval, the final plans, drawings and specifications associated with any Alterations shall be deemed to be a part of this Contract. All Alterations done by the Contractor pursuant to this Contract shall be consistent with the plans, drawings and specifications approved by the Contracting Officer for this Contract.

4.05 Fire Extinguishers. The Contractor agrees to supply and maintain such adequate and readily accessible fire extinguishers, approved by fire underwriters for the protection of the Premises, it being understood and agreed that the Contractor shall not be required to maintain equipment necessary to fight successfully a fire of major proportions in the Premises.

4.06 Locks. The Contractor agrees to install a Best lock keying system compatible with the Authority's system on all entrances to the Premises and mechanical room entrances, for police, security, fire protection and maintenance reasons.

Article 5. Maintenance and Utilities

5.01 Maintenance by Contractor. Contractor shall keep the Premises (including but not limited to, surfaces of walls, windows and window casings and sills, both inside and outside, ceilings, floors, inside and outside doors and door jambs, and interior and exterior lighting) and Fixed Improvements and Operating Equipment located within the Premises in safe, neat, and clean condition and good order and repair, cause no waste or injury thereto, shall make any necessary repairs or replacements, and will, at the expiration or other termination of this Contract, surrender the same, broom clean, in the same order and condition in which they are on the commencement date of this Contract, ordinary wear and tear excepted. Maintenance, repair, and replacement of all Operating Equipment and/or Fixed Improvements within or for the exclusive benefit of the Premises, including but not limited to, air conditioning or heating equipment (except at Dulles Airport), bathroom fixtures, or any other type of equipment or improvements, shall be the sole responsibility of Contractor. The Contractor shall promptly undertake any maintenance, or replacement as may be considered necessary by the Authority and shall be done with material and personnel approved by the Contracting Officer. The Contractor shall also keep and maintain in good order any loading platform, truck dock and/or truck maneuvering space used by it.

5.02 Releases of Hazardous Materials. Promptly respond to and clean up any release or threatened release of any Hazardous Material (see definition in Article 3.05) into the drainage systems, soils, groundwater, waters or atmosphere, in a safe manner, in accordance with applicable federal, state, and local statutes, ordinances, and regulations, and as authorized or approved by all federal, state or local agencies having authority to regulate the permitting, handling and cleanup of Hazardous Materials. The Authority and the Airport Fire Department shall be notified immediately of any release or threatened release of any Hazardous Material.

5.03 Structural Maintenance by the Authority. The Authority shall maintain in good repair the foundation, sprinkler system, exterior structural walls excluding doors, windows, and interior surfaces of any walls, roof, utility distribution systems leading to the Premises, and the common areas adjacent to the Premises. Reasonable notice and opportunity to cure must be provided by the Contractor to the Authority in the event the Contractor believes that the Authority has failed to comply with this provision before the Authority may be considered in default. The Authority shall not be required to undertake any maintenance or repair required by reason of any act or omission of the Contractor, or caused by any alteration, addition, construction, or improvement by the Contractor.

5.04 Facilities and Services to be provided by the Authority. The Authority shall:

1. Provide outlets as they presently exist, or which the Authority may approve in writing to be installed at the cost and expense of the Contractor, for public utility services, including light, electric power, gas, running water, heat, air conditioning, CATV, data lines and telephone for such area.
2. Provide reasonable and normal requirements of heat, air conditioning, electricity and water to the Premises through such utility distribution system as may exist in the building in which the Premises are located. The Authority shall not be liable for failure to furnish or for suspension or delay in furnishing any or all of such utilities or services for any cause whatsoever.

5.05 Contractor Undertakings; Utilities. The Contractor covenants and agrees that, at its own cost and expense, it will arrange for, and pay for, all utilities consumed by it during the period of the Contract except for those utilities specified by this Contract to be provided by the Airport at no additional cost to the Contractor. The Authority shall have the right to charge the Contractor, and all other users of public utilities systems (including sewerage systems) serving Airport users, a reasonably allocated share of any costs that the Authority incurs in providing these services. Such charges shall be apportioned among the Contractor and all other users of the Airport systems, in a manner reasonably calculated to distribute such cost fairly in proportion to the respective use of such systems.

Article 6. Fixed Improvements and Operating Equipment

6.01 General. The Contractor covenants and agrees that, at its own cost and expense, it will provide and install all Fixed Improvements and Operating Equipment required for proper and adequate furnishing and performance of the concession services and goods to be provided under the terms of this Contract. All such installations are subject to the Contracting Officer's approval as specified in Article 4.

6.02 Title. Except as otherwise specifically provided herein, title to any Fixed Improvements and Operating Equipment installed by or assigned to the Contractor under this Contract, shall rest with the Contractor during the period of the Contract. The Contractor shall be responsible for maintaining such Fixed Improvements and Operating Equipment in good condition, ordinary wear and tear excepted. The Contractor shall not demolish, replace or modify Fixed Improvements or Operating Equipment already in place or installed by it unless otherwise authorized by the Contract or by prior written permission from the Authority. At the expiration or termination of this Contract, title to all Fixed Improvements and Operating Equipment shall vest in the Authority or its designee, unless otherwise authorized by the Contract. The Contractor agrees to execute all documents requested and deemed necessary by the Authority as evidence of said transfer of title.

6.03 Certified Statement of Costs of Fixed Improvements and Operating Equipment. Except as otherwise provided herein, within ninety (90) days after the substantial completion of the Fixed Improvements and Operating Equipment, the Contractor shall furnish to the Contracting Officer a certified statement setting forth in detail the total cost of the Fixed Improvements and Operating Equipment. The total cost of Fixed Improvements and Operating Equipment to be included on the statement is limited to construction, equipment and material costs, architectural and engineering fees (for Fixed Improvements only), taxes, freight fees, and performance and payment bond premiums attributable to construction. Overhead, "in-house", or personnel costs of the Contractor or its affiliates are not allowable except as otherwise provided herein. The costs of Fixed Improvements and Operating Equipment are subject to Authority audit.

Article 7. Authority Performance of Contractor Obligations

The Authority reserves the option with regard to maintenance, alterations, repairs, or improvements, if any, to be made by the Contractor under this Contract, to perform, or have performed, such maintenance, alterations, repairs or improvements itself and charge the Contractor the cost and expense thereof, whenever:

1. The Contractor has failed to take all practicable steps promptly to perform such maintenance, alterations, repairs, or improvements, after five (5) days written notice from the Authority requiring the same; or,

2. Performance of any such maintenance, alterations, repairs or improvements by other than the Authority is prohibited by law.
Article 8. Defaults; Termination by the Authority

8.01 General. Each of the following events shall constitute a Default:

1. The occurrence of an event of insolvency of the Contractor, including, but not limited to, an assignment for the benefit of creditors.

2. The occurrence of any act that operates to deprive the Contractor of the rights, powers and privileges necessary for the proper conduct of the concession.

3. Failure to operate the concession for a period of five consecutive days without prior written authorization from the Authority.

4. The assignment of the Contractor's interest in this Contract by operation of law.

5. The failure of the Contractor to perform, keep or observe any of the terms, covenants and obligations under the Contract and the failure continues for ten (10) days after written notice by the Authority of such failure.

8.02 Notices of Termination. This Contract is subject to the limitation that, if a Default occurs, the Authority may give to the Contractor a Notice of Termination of this Contract. The Notice shall specify the termination date. The termination date may occur no sooner than seven (7) calendar days from the date of the Notice. In the event the Default involves a failure to perform obligations and such failure occurs more than once in any twelve-month period, the Authority shall not be required during the remaining period of the Contract to provide any notice and opportunity to cure prior to issuing a Notice of Termination. At the termination date, the period of this Contract shall expire and all of the rights and interests of the Contractor under this Contract shall end. The Contractor shall then surrender the assigned Premises to the Authority. The Contractor's liability under all of the provisions of this Contract shall continue as though the termination had not occurred, however.

8.03 Re-entry by the Authority. If this Contract is terminated because of a Default, the Authority or its agents, employees or designee may immediately or at any time thereafter, re-enter the Premises and remove the Contractor, Contractor's agents, subcontractors, invites and property from the assigned premises. Re-entry and removal may be affected by summary dispossess proceedings, by any suitable action or proceeding at law, by force, or otherwise. The Authority shall be entitled to the benefits of all provisions of law respecting speedy recovery of the assigned Premises held over by the Contractor or the proceedings in forcible entry and retainer. Contractor waives any right to the service of any notice of the Authority's intention to re-enter provided for by any present or future law. The Authority shall not be liable in any way in connection with any action it takes pursuant to this subparagraph. The Contractor's liability shall survive the Authority's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

8.04 Contractor Remains Liable. If this Contract is terminated under this Article, the Contractor shall remain liable (in addition to accrued liabilities) to the extent legally permissible for the amounts that the Contractor would have been required to pay to the Authority under this Contract had the contract not been terminated. The Contractor shall pay, as damages, the difference between amounts obtained by adding the amounts owed to the Authority plus the Authority's expense in reentering or repossessing the Premises, putting the Premises in proper repair, altering the assigned Premises for a new contractor, protecting the Premises, and contracting expenses to obtain a new contractor, minus the revenue to be paid to the Authority by a new contractor occupying the Premises for the remaining contract period. In addition, the Contractor shall pay to the Authority such sums as the court which has jurisdiction there over may adjudge as reasonable attorney's fees with respect to any lawsuit or action instituted by the Authority to enforce the provisions of this Contract. If this Contract requires the payment of a percentage of gross receipts to the Authority, the percentage of gross receipts owed after a Default shall be based upon the
average of the Contractor's gross receipts under this Contract during the last twelve months of the contract or during the period of the contract, whichever is shorter.

8.05 Replacement Contractor. The Authority may enter into a new contract with another contractor that will occupy the Premises for all or any part of the unexpired portion of the period of this Contract or for any longer period. The Authority has the sole and absolute discretion with respect to the selection of a new contractor and the use of the Premises. The Authority shall be under no obligation to enter into or attempt to enter into a new contract for the Premises.

8.06 Cure by Authority. If the Contractor is in Default under this Contract, the Authority may cure the Default at any time through any action deemed appropriate by the Authority for the account and at the expense of the Contractor. Contractor shall reimburse the Authority for any amounts expended by the Authority in connection with the cure. Such cure shall not constitute a waiver of the Authority's rights with respect to that or any other Default, unless otherwise expressly stated in writing by the Authority.

8.07 No Waiver by Authority. The Authority's rights and remedies set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay by the Authority in exercising a right or remedy shall constitute a waiver or acquiescence to the Default. No waiver of a Default shall be effective unless it is in writing. No waiver of a Default shall extend or affect any other Default, excuse future similar Defaults, or impair any right or remedy with respect thereto.

8.08 Right of Authority to Lien. The right to lien on the inventory and other property of the Contractor is expressly granted to the Authority in any case where the Contractor fails to pay amounts due to the Authority under this Contract.

8.09 No Authority Liability for Damage. The Authority shall not be liable for any damage, including, but not limited to, loss of profit, and the Contractor shall not make a claim of any kind whatsoever against the Authority, its agents or representatives, by reason of any action taken pursuant to this Article.

8.10 Bankruptcy or Reorganization of the Contractor. To the extent that the Authority's right to terminate this Contract in accordance with this Article is determined to be unenforceable under 11 U.S.C. Section 101 et.seq. as amended from time to time (the "Code"), or under any other statute, then Contractor as well as any trustee for the estate of Contractor agree to: (1) perform promptly every obligation of Contractor under this Contract (other than non-monetary obligations of the Contractor that are not capable of being performed due to the filing of a bankruptcy case by the Contractor under the Bankruptcy Code) until this Contract is either rejected, assumed or deemed rejected under the Bankruptcy Code; (2) pay the post-petition monthly payments of rent and other fees and expenses as and when such payments become due under the Contract; (3) assume or reject this Contract within the minimum period of time provided for so doing under the Bankruptcy Code and in connection therewith, Contractor hereby waives any right to request extensions of such time period unless Authority agrees in writing to permit an extended time period; (4) provide the Authority at least thirty (30) days prior written notice of any intended filing relating to its assumption of this Contract and in such notice, provide detail regarding any proposed assignee of the Contract, including financial information regarding such intended assignee; (5) upon the assumption of the Contract, cure any pre-petition default of Contractor under the Contract and provide Authority with adequate assurance regarding the ability of Contractor to continue to comply with the Contract; (6) provide the Authority adequate assurance of future performance under the Lease by the Contractor or Contractor's assignee. Nothing herein shall be deemed a consent by Authority regarding Contractor's ability to assign this Contract to any third party without Authority's written consent. For purposes of this paragraph, "adequate assurance of future performance" shall be determined by the Authority in its sole discretion, provided however that Authority shall be reasonable in such determination. If there exists any post-petition default under the Contract, Contractor agrees to consent in writing to relief from the automatic stay under the Bankruptcy Code in favor of the Authority to enable Authority to terminate the Contract as expeditiously as possible. (1) to perform promptly every obligation of Contractor under this Contract until this Contract is either rejected, assumed or deemed rejected under the Code;
(2) to pay on a current basis, as set forth herein, the monthly payments; (3) to reject or assume this Contract within sixty (60) days of a filing of a petition under the Code; (4) to give the Authority at least forty-five (45) days prior written notice of any proceeding relating to assumption of this Contract; (5) to cure or provide adequate assurance of a prompt cure of any default of Contractor under this Contract; (6) to provide to the Authority adequate assurance of future performance under the Contract.

Article 9. Laws, Regulations and Compliance

9.01 Laws and Regulations. The Contractor and the Authority shall each comply with all applicable Federal, state and local laws, codes, regulations, including regulations of the Authority, ordinances, rules and orders now or hereafter enacted.

9.02 Safety and Fire Regulations. The Contractor shall conduct its operations and activities under this Contract in compliance with all safety regulations and directives of the Authority and applicable Federal, state and local laws. The Contractor shall procure and maintain such fire prevention and extinguishing devices as required by the Authority and shall at all times be familiar with and comply with the fire regulations and orders of the Authority.

9.03 Airport Security. The Contractor shall be familiar with and conduct its operations in accordance with all regulations and directives of the Authority and the Transportation Security Administration, and any other federal, state or local government having jurisdiction over the airport, with respect to the maintenance of airport security.

9.04 Authority Issuance of Rules and Regulations. The Authority shall have the right to prescribe, in its sole discretion, such reasonable rules and regulations that in the Authority's reasonable judgment are necessary or appropriate for the general well-being, safety, security, care, and cleanliness of the Airport.

9.05 Compliance by Other Concessionaires and Tenants. The Authority shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Authority's rules and regulations; however, the Authority shall not be liable to the Contractor for any violation or non-observance of such rules and regulations by any user, tenant, concessionaire, invitee, licensee, or trespasser at the Airports nor shall such violation or non-observance by a user, tenant, concessionaire, invitee, licensee, or trespasser at the Airports, constitute a waiver of the Contractor's obligation to comply with Authority rules and regulations.

9.06 Notification of Theft or Damage. The Contractor shall inform the Authority and the Airport Police Department, in writing, within twenty-four (24) hours after the Contractor becomes aware of any damage to or alleged theft of Authority or private property.

Article 10. Damage or Destruction of the Premises

10.01 Partial Damage. If all or a portion of the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenantable, the same will be repaired with due diligence by the Authority at its own cost and expense, and there will be no abatement of rent, subject to the limitations of Section 10.04; provided, however, that if the damage is caused by the act or omission of the Contractor, its sublessees, agents, or employees, to the extent that such damage is not covered by insurance, the Contractor shall be responsible for reimbursing the Authority for the cost and expense incurred in such repair.

10.02 Extensive Damage. If the damages referred to in Section 10.01 shall be so extensive as to render the Premises untenantable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by the Authority at its own cost and expense, subject to the limitations of Section 10.04. An appropriate portion of the concession fee shall abate unless the damage is caused by the act or omission of the Contractor, its subcontractors, agents or employees. If the damage is caused by the act or omission of the Contractor, its subcontractors, agents or employees, to the extent that such damage or destruction is not covered by insurance, the Contractor shall be responsible for reimbursing the Authority for the cost and expense incurred in such repair.
10.03 Complete Destruction.

1. Except as stated in Section 10.03(2), in the event the Premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty or so damaged that they are untenantable and cannot be repaired or replaced except after more than thirty (30) days, the Authority shall undertake the repair, replacement, and reconstruction of the Premises. All or a portion of the concession fees shall abate as of the time or such damage or destruction until such time as said Premises are fully restored and certified by the Authority's Engineers as ready for occupancy, provided, however, if within twelve (12) months after the time or such damage or destruction said Premises shall not have been repaired or reconstructed, the Contractor may give the Authority written notice of its intention to cancel this Contract in its entirety.

2. Notwithstanding the foregoing, if said Premises are completely destroyed as a result of the act or omission of the Contractor, its subcontractors, agents or employees, rentals and fees shall not abate and the Authority may, at its discretion, require the Contractor to repair and reconstruct the Premises within twelve (12) months of such destruction and pay the costs therefor; or the Authority may repair and reconstruct the Premises within twelve (12) months of such destruction and the Contractor shall be responsible for reimbursing the Authority for the costs and expenses incurred in such repair to the extent such costs and expenses exceed the insurance proceeds.

10.04 Limits of the Authority's Obligations Defined. It is understood that, in the application of the foregoing Sections in this Article, the Authority's obligations shall be limited to repair and reconstruction of the terminal buildings, to, as nearly as possible, a condition and quality as existed at the commencement of their operations hereunder. Redecoration and replacement of furniture, fixtures, equipment and supplies shall be the responsibility of the Contractor and any such redecoration and refurnishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

Article 11. Additional Bond Security

When the Contract requires the posting of a bond, guarantee or security, the Contractor shall promptly furnish additional security required to protect the Authority under this Contract when:

1. Any surety upon any bond required furnished with this Contract becomes unacceptable to the Authority;

2. Any surety fails to furnish reports on its financial condition as required by the Authority; or

3. The revenue payable to the Authority by the Contractor is increased so that the penal sum of any bond or guarantee as set forth in the contract becomes inadequate in the opinion of the Contracting Officer.

Article 12. Damage and Injury; Indemnification and Insurance

12.01 Damage Caused by the Contractor. All damage to the Premises or to the Airport in any way caused by the Contractor or its agents, employees, contractors, visitors, guests or invites, shall be repaired at the expense of the Contractor. In the event of such damage, the Authority shall have the option to make such repairs as are necessary, and any charge, costs, or damages so incurred by the Authority shall be paid by the Contractor.

12.02 Indemnification - General. The Contractor shall defend, indemnify, and hold the Authority and its directors, officers, agents and employees completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, or fines, including all reasonable costs for investigation and defense thereof.
(including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of the Contractor's conduct of its business on the Airports, or in its use or occupancy of the Premises. The Authority shall give to the Contractor reasonable notice of, and an opportunity to defend against, any such claims or actions, and the Authority shall take reasonable actions to mitigate its damages.

12.03 Indemnification - Violation of Laws. The Contractor shall defend, indemnify, and hold the Authority, and its agents, officers, and employees, completely harmless from and against any claim, suit, demand, action, liability, loss, damage, judgment, fine, or civil penalty and all costs and expenses of whatever kind or nature (including, but not limited to, attorney fees, court costs and expert fees) associated therewith in any way arising from or based upon the violation of any Federal, state, or municipal laws, statutes, resolutions, or regulations by the Contractor, its agents, employees, subcontractors, or sublessees, in conjunction with the Contractor's use and/or occupancy of the Airport. The Authority shall give the Contractor reasonable notice of, and an opportunity to defend against, any such claims or actions, and the Authority shall take reasonable actions to mitigate its damages.

12.04 Indemnification - Airport Security. If the Authority is deemed to be in noncompliance with laws or regulations governing access to secure areas of the Airport and said non-compliance is the result of or due to the act or omission of the Contractor or of any of the Contractor's employees, agents, subcontractors or sublessees, and such breach results in an action against the Authority by the Transportation Security Administration or any other federal, state or local government with authority over security at the airport, the Contractor agrees to reimburse the Authority for all expenses, including reasonable attorney fees incurred by the Authority in defending against the action and for any fine, penalty or settlement amount paid by the Authority as a result of the action. The Authority shall give the Contractor reasonable notice of any allegation, investigation, or proposed or actual penalty that relates to acts or omissions of the Contractor.

12.05 Survival of Indemnification. The provisions of Sections 12.02, 12.03 and 12.04 shall survive the expiration, termination, or early cancellation of this Contract.

12.06 Notice by Contractor; Types of Insurance Coverage. Notwithstanding the above indemnification, the Contractor shall give the Authority notice of any matter that may be covered by the indemnification and shall forward to the Authority every demand, notice, summons, or other process received in any claim or legal proceeding covered thereby. Further, the Contractor, at its sole cost and expense, shall throughout the Period of this Contract, keep all of its operations on the Airports, and its obligation to indemnify the Authority pursuant to this Article, continuously and fully insured, and shall provide a certificate of insurance evidencing all required coverages are in effect, prior to the commencement of this Contract. The following types of insurance are required; the specific minimum amounts and limits of such insurance, as well as any additional types of required insurance, are specified elsewhere in this Contract. Said limits shall in no event be construed to limit or modify the Contractor's obligation to indemnify the Authority as set forth above.

1. Virginia Statutory limits with All States Endorsement for Workers' Compensation and Employer's Liability.

2. Commercial General Liability Insurance. Coverage must include Broad Form Contractual, Property Damage, Products-Completed Operations, Personal Injury, Premises-Operations, Independent Contractors and Subcontractors, Liquor Legal Liability and Fire Legal Liability. Such policy or policies shall be issued on an occurrence basis.

3. Comprehensive Automobile Liability Insurance. Coverage must include bodily injury and property damage per occurrence for owned, non-owned and hired vehicles.

4. Property coverage for the Contractor's personal property used on Authority property. Policy must provide replacement cost and contain a waiver of subrogation by the carrier for all claims and suits against the Authority, including recovery of any deductibles.
12.07 Insurance Requirements.

1. All insurance maintained by the Contractor pursuant to this Contract shall be obtained from an insurance company or companies possessing a rating of A VII or higher from the A.M. Best Company or an equivalent rating.

2. Said policy or policies of insurance shall contain a provision that written notice of cancellation, alteration, or any material change thereof shall be delivered to the Authority not less than thirty (30) days in advance of the effective date of this Contract, and in no event shall such policies be canceled by the Contractor without the Authority's prior written consent unless equivalent replacement policies are then issued and available. All policies, except Workers' Compensation and Employer's Liability shall identify the Authority, its agents, employees, and representatives, if any, as additional insured in a manner satisfactory to the Authority. Said policy shall cover only claims arising from events addressed in the Contract.

3. If, in the Authority's opinion, the minimum limits of the insurance herein required have become inadequate during the period of the Contract, the Contractor shall increase such minimum limits by reasonable amounts on request of the Authority provided that said coverage is available at standard commercial rates.

4. The Contractor shall deliver each policy and certificate of required coverage to the Contracting Officer for approval upon the Contractor's execution of the Contract.

Article 13. Method of Payment; Late Charges; Gross Receipts Reports

13.01 Commencement of Payment Obligation. The Contractor's obligation to make payments to the Authority under this Contract shall commence on the effective date of the Contract, unless otherwise specified in the Contract. All payments shall be made in coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts.

13.02 Payment by Checks. All checks shall be made payable to the "Metropolitan Washington Airports Authority" and forwarded to the address designated in this Contract for receipt of payment.

13.03 Payment by Other Methods. Payment may also be made by Automated Clearing House Debit or by bank wire transfer.

13.04 Late Charges. Without waiving any other right of action available to the Authority in the event of default in payment of charges and fees hereunder, if the Contractor fails to make a payment when due, late charges will be assessed from the date payment was due. Late charges may consist of interest and penalties.

13.05 Interest. The interest rate shall be at the rate per annum which is four percent (4%) higher than the "prime rate" published in The Wall Street Journal on the date such payment was due.

13.06 Charges. In addition to interest, monthly penalty charges at the rate of six percent (6%) per annum (or as established periodically) of the amount due will be assessed on the unpaid portion of accounts more than thirty (30) days past due.

13.07 Certified Statements.

1. Monthly Statement. Contractor shall submit to the Authority not later than the fifteen (15th) day of each calendar month during the period of this Contract, or at such other intervals as specified herein, a certified statement setting forth the Contractor's Gross Receipts for the preceding calendar
month. Said statement shall be in the format specified by the Authority, shall include all information required by the Authority and be certified as complete by the Contractor’s principal financial officer.

2. **Annual Statement.** Within ninety (90) days following the end of each Contract Year, the Contractor, at its own cost and expense, shall provide to the Authority an Annual Statement of Gross Receipts and concession fees paid to the Authority for the Contract Year just ended. The Annual Statement shall also include a statement by the independent CPA that in its opinion such Gross Receipts and fees paid have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and in accordance with the terms and conditions of the Contract including the definition of Gross Receipts set forth herein. Such Annual Statement shall also contain a list of the Gross Receipts, by month, as shown on the books and records of the Contractor and which were used to compute the fees paid to the Authority during the period covered by the Annual Statement. The Authority reserves the right to reject the Contractor’s choice of independent CPA if said independent CPA does not, in the Authority’s view, have the appropriate standing and reputation.

3. **Additional Payment if Fees Underpaid.** If the Annual Statement provided by the Contractor to the Authority pursuant to Section 13.07 herein with respect to any Contract Year indicate that the amount of percentage and fixed concession fees, which the Contractor actually paid to the Authority with respect to such Contract Year was less than the amount of fees due and owing for such Contract Year under the terms of this Contract, then the Contractor shall pay the difference to the Authority at the same time it provides the Annual Statement to the Authority, together with interest on the amount of such difference at the rate specified in Section 13.05 and 13.06 herein.

4. **Credit if Fees Overpaid.** If the Annual Statement provided by the Contractor to the Authority pursuant to Section 13.07(b) with respect to any Contract Year indicate that the amount of concession fees which the Contractor actually paid to the Authority with respect to such Contract Year was greater than the amount of concession percentage fees due and owing for that Contract Year under the terms of this Contract, then the amount of such excess shall, at the option of the Authority, either be paid in lump sum within a thirty (30) day period or credited to the concession fees next due and owing from the Contractor to the Authority, unless the period of the Contract has expired, in which event such amount shall be promptly refunded by the Authority to the Contractor.

5. **Proration for Portion of Contract Year.** For the purposes of paying the concession fees due for any portion of a Contract Year, the fees shall be prorated on the basis of the actual number of days in such portion of such Contract Year.

**Article 14. Records and Books; Inspections; Audits**

14.01 **Contractor to Maintain Certain Books and Records.** Contractor shall maintain in a true and accurate manner and in accordance with GAAP, such accounts, books, records, information technology system records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of Contractor’s revenue and expenses in accordance with GAAP and with generally accepted auditing standards. Upon request of the Contracting Officer, Contractor and its subcontractors shall, in a form acceptable to the Contracting Officer, submit a third party attestation report regarding its policies, controls, processes and security.

14.02 **Location of Books and Records.** The Contractor may keep the books and records it is required to maintain under Section 14.01 at its corporate office, or available for inspection under the provisions of Section 14.05 herein. Such books and records shall be kept segregated from the Contractor’s books and records relating to operations other than pursuant to this Contract.
14.03 Books, Records and Information. Books, records, and information to be made available to the Authority shall include, but not be limited to all supporting documentation that is fundamental for the performance of an audit in accordance with Generally Accepted Auditing Standards.

14.04 Controls. In addition to maintaining the books and records required by Article 14 herein, Contractor shall install on the Premises, and shall at all times use, cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms necessary to record properly, accurately and completely all sales of goods and services under any part of this Contract on or from the Premises.

14.05 Authority’s Right to Inspect and Audit

1. Books and Records Available for Inspection Contractor may keep the books and records required under Article 14 herein at the Contractor’s corporate office or elsewhere available for inspection. Such books and records shall be kept segregated from the Contractor’s books and records relating to other operations. Contractor shall make such books and records available to the Authority or its designee within seven (7) business days of receiving said request from the Authority. Should Contractor not wish to make the corporate books and records available in the Washington, D.C. area, then the Contractor shall pay reasonable travel and accommodation expenses for the Authority or the Authority’s authorized representatives to travel to the Contractor’s office to conduct the audit.

2. Authority’s Right to Audit. The Authority shall have the right, upon reasonable notice to Contractor to audit the corporate books and records, including information technology system records, relating to the operation of the Contractor in order to determine the correctness of the fees paid to the Authority for any Contract Year. The Authority’s right to inspect and audit extends to the books and records of all subcontractors and/or partners under this Contract as they relate to this Contract. If the audit discloses intentional inaccuracies, this Contract, at the option of the Authority, may be terminated. The Authority reserves the right to require an agreed upon procedures audit and will provide the procedures for such audit.

3. Fees and Interest if Underpayment Discovered by Audit. If, as a result of the audit performed under Article 14 herein, additional fees are due from the Contractor to the Authority, the Contractor shall immediately pay to the Authority such additional fees, together with interest on the amount of such additional fees at the rate specified herein from the date such additional fees should have been paid. Further, if the audit establishes that the Contractor has understated and underpaid fees by three percent (3%) or more for any Contract year, then the entire expense of such audit, whether internal or external, shall be paid by the Contractor.

4. Delinquent Audit Fees. In the event that it is established through an audit conducted by the Authority that fees or charges otherwise due to the Authority under this Contract have not been paid to the Authority as a result of the Contractor’s improper recording of its Gross Receipts, the Contractor shall pay to the Authority as delinquent fees and charges (with interest and charges in accordance with Sections 13.05 and 13.06 herein) an amount equal to the amount of fees or charges reasonably estimated to have been lost to the Authority.

5. Inspection and Audit Rights Survive Expiration. The Authority’s rights under Article 14 to inspect and audit the books and records of the Contractor shall survive the expiration or earlier termination of this Contract. The Contractor shall retain and keep available all documents and records relating to this Contract for not less than three (3) years after the expiration or termination date of the Contract term or any extension, on in the event of litigation or claims relating to this Contract until such litigation or claims are completely disposed of and all time limits for appeal have expired.
Article 15. Applicability of Contract Terms to Subcontractors

15.01 Inclusion of Contract Terms. Any restriction or requirement imposed upon the Contractor under this Contract shall be deemed to extend to Contractor's agents, employees, subcontractors, and guarantors. It shall be the Contractor's obligation to cause these persons to comply with the restrictions and requirements.

15.02 Inclusion of Contract Terms in Contractor's Documents. The Contractor shall include all of the clauses and Standard Provisions of this Contract in all subcontracts it enters into pursuant to this Contract. The clauses and provisions shall be altered only as necessary to identify properly the contracting parties and the Contracting Officer under this Contract or as otherwise deemed necessary by the Authority. Notwithstanding anything to the contrary herein, the damage and indemnification provisions contained in Sections 12.01, 12.02, 12.03, 12.04, 12.05, and 12.06 herein, when incorporated into a subcontract, shall clearly state that the subcontractor's indemnification relates only to the subcontractor's activities on the Airport, not to all of the Contractor's activities on the Airport.

Article 16. Surrender of Occupancy; Abandonment

16.01 Surrender of Occupancy. Except as otherwise provided in this Contract, when this Contract expires or is terminated in whole or in part as provided for elsewhere in this Contract, the Contractor shall surrender its assigned Premises and all Fixed Improvements and Operating Equipment therein broom clean and in good condition and repair, with the exception of reasonable wear and tear and damage by loss or casualty not covered by insurance which the Contractor is required to maintain pursuant to this Contract and not otherwise attributable to the Contractor's fault or negligence.

16.02 Abandonment. The Contractor shall be deemed to have abandoned to the Authority any property that it has failed to remove from its assigned Premises within fifteen (15) calendar days after the end of the period of the Contract or the effective date of termination thereof, unless the Authority grants additional time for this purpose in writing. After the expiration of the fifteen-day period, or any extension thereof granted by the Authority, the Contracting Officer shall have the right to remove the property and restore the area to a satisfactory condition and hold the Contractor liable for all costs incident thereto. In the event it is necessary for the Authority to remove such property, the Authority shall not sustain or be charged with any liability by reason of the removal or custodial care of the same.

Article 17. Impact of Construction Activities

The Contractor recognizes that from time to time during the period of this Contract, it will be necessary for the Authority to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair on the Airport, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or impair the Contractor in its operation at the Airport. The Contractor agrees that no liability shall attach to the Authority, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences or impairment, and the Contractor waives any right to claim damages or other consideration for such inconveniences or impairment.

Article 18. Assignment

18.01. Prohibition. Contractor shall not transfer or assign this Contract or its interest in this Contract or subcontract its rights under this Contract without the express written consent of the Authority. Transfers or assignments occurring by operation of law are also prohibited. Any attempted transfer, assignment or subcontract shall be void and confer no rights upon any third person. No assignment or subcontract shall relieve Contractor of any obligations under this Contract. The consent by the Authority to any transfer, assignment or subcontract shall not be deemed to be a waiver on the part of the Authority to any prohibition against any future transfer, assignment or subcontract.
18.02 Sale of Stock or Sale of Partnership Interest. Except as provided below, the sale of any of the stock of Contractor, or, if the Contractor is a partnership, sale of any partnership interest therein, shall constitute an assignment of the Contract in the context of this Section if, after giving effect to all previous transfers of the stock or partnership interests after the date of this Contract, more than fifty (50) percent of the stock of, or partnership interests in, the Contractor shall have been transferred. This clause shall not apply to the sale of stock or to a merger or consolidation of a public corporation; to the sale of a subsidiary of a public corporation to its parent or another subsidiary of the public corporation; to a merger or consolidation of a public corporation with one or more of its subsidiaries; or to a merger or consolidation of one or more subsidiaries of a public corporation with each other.

18.03 Transfers. The term "transfer" includes, but is not limited to, transactions in which the Contractor’s interest in the Contract or Premises is mortgaged or otherwise encumbered, or in which the Contractor sublets, rents or otherwise permits occupancy or use of the Premises by a third party.

18.04 Consent. If the Authority consents to any transfer, assignment or subcontract, that consent shall not be effective unless and until Contractor gives notice of the transfer or assignment and a copy of the transfer, assignment or subcontract agreement to the Authority, and the transferee, assignee, or subcontractor assumes all of the obligations and liabilities of the Contractor under this Contract.

Article 19. Subordination to Federal Agreements and Actions

19.01 Relationship to Federal Lease. This Contract shall be subordinate and subject to the provisions of the Federal Lease dated March 2, 1987, between the United States Department of Transportation and the Authority, providing for the Authority’s lease of the Airports effective June 7, 1987. The Authority will use its best efforts to notify the Contractor of any material amendments to the Federal Lease that would affect the Contractor.

19.02 Other Government Agreements. This Contract shall be subordinate and subject to (a) the terms of any “Airport Sponsor’s Assurances” or like agreement that has been or may be made between the Authority and the United States of America, its boards, commissions, or agencies, including without limitation the Federal Aviation Administration (FAA), or required by applicable Federal, state or local laws, codes, regulations, ordinances, rules and orders (now or hereafter enacted) as a condition precedent to receiving Federal financial assistance for development of the Airports or other programs for and activities of the Airports, and (b) the terms of any agreement that has been or may be made between the Authority and the United States of America related to the transfer of rights or property to the Authority for airport purposes, or the operation, improvement, maintenance or development of the Airports. The Contractor shall abide by the requirements of agreements entered into between the Authority and the United States of America, and shall consent to amendments and modifications of this Contract if required by such agreements, or if required as a condition of the Authority’s entry into such agreements.

19.03 Federal Government’s Emergency Clause. All provisions of this Contract shall be subordinate and subject to the rights of the United States of America to operate or close the Airports or any portion thereof during time of war or declared national emergency in accordance with established lawful procedures. Such rights shall supersede any provision of this Contract that is inconsistent with the operation of the Airports by the United States of America during time of war or national emergency.

Article 20. Non-Discrimination and Affirmative Action

20.01 General Civil Rights Provisions. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision obligates the Contractor for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the Contractor for the longer of the following periods:

(a) The period during which the property is used by the Authority for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
(b) The period during which the Authority retains ownership or possession of the property.

20.02 Participation by Airport Concession Disadvantaged Business Enterprises. This Contract is subject to the requirements of the United States Department of Transportation’s regulations, 49 CFR Part 23. The Contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

20.03 Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are set forth in Section 20.04 of these Standard Provisions for Concessions Contracts.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this Contract, the Authority will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under the Contract until the Contractor complies; and/or cancelling, terminating, or suspending a Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of subparagraphs one through six of this Section 20.03 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

20.04 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging
programs, policies, and activities with disproportionately high and adverse human health or environmental
effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
resulting agency guidance, national origin discrimination includes discrimination because of limited English
proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP
persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating
because of sex in education programs or activities (20 U.S.C. 1681 et Seq.).

20.05 Title VI Grant Agreement Covenants

1. The Contractor for itself, its personal representatives, successors in interest, and assigns, as a part of the
consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event
facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose
for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving
the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in
compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the List of
Pertinent Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or
national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to
discrimination in the use of said facilities.

2. The Contractor for itself, its personal representatives, successors in interest, and assigns, as a part of the
consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the
ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise
subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or
under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin,
will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) that the
Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of
Pertinent Nondiscrimination Acts And Authorities.

3. With respect to the Contract, in the event of breach of any of the above Nondiscrimination covenants, the
Authority will have the right to terminate the Contract and to enter, re-enter, and repossess said lands and facilities
thereon, and hold the same as if the Contract had never been made or issued.

20.06 Affirmative Action. The Contractor assures that: (a) it shall undertake an affirmative action program as
required by the Authority, and by all federal and state laws, rules and regulations pertaining to Civil Rights (and any
and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that
no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or
denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance
received by the Authority from the FAA; (b) it shall not engage in employment practices that result in excluding
persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the
benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the
Authority from the FAA, or in subjecting them to discrimination or another violation of the regulations under any
program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this
Section in the Contractor’s subcontracts and other applicable documents under this Contract, and shall require that
its contractors and others similarly include these statements in their subcontracts and applicable documents.

20.07 Compliance with DBE Requirements. Unless otherwise provided in this Contract, if this Contract has a
Disadvantaged Business Enterprises (DBE) participation goal, the Contractor shall implement DBE participation
consistent with its proposal approved by the Authority upon the commencement of this Contract, shall not
discriminate on the basis of race, color, national origin, or sex in the performance of this Contract, and shall carry
out all other applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts,
including this Contract and the Contractor’s contracts with its contractors under this Contract. Alteration of any
aspect of the Contractor’s DBE participation shall not occur without the prior written consent of the Authority.
Failure by the Contractor to carry out these requirements shall be a material breach of this Contract, which may
result in the termination of this Contract or such other remedy as the Authority deems appropriate, which may
include, but is not limited to (a) withholding monthly progress payments; (b) assessing sanctions; (c) liquidated
damages; and/or (4) disqualifying the Contractor or its contractors from future bidding as non-responsible. The
Contractor shall include the preceding statements of this Section 20.07 in contracts with its contractors under this
Contract that are covered by 49 CFR Part 26, and shall require that its contractors similarly include these
statements in their subcontracts.

Article 21 Fair Labor Standards Act
The provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated in this Contract
with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping,
and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor
must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor –
Wage and Hour Division.

Article 22 Occupational Safety and Health Act
The requirements of 29 CFR Part 1910 are incorporated in this Contract with the same force and effect as if given
in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death
or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and
their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of
1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement
directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Article 23. Strikes or Picketing Affecting Access to Airport
If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (1) is directed at the Contractor
and/or subcontractor or any employee or either, and (2) impedes or threatens to impede access by any person to
the facility or facilities where the site(s) of the work is (are) located, the Contractor shall take all appropriate action to
end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National
Labor Relations Board or the utilization of any other available judicial or administrative remedies. In the event the
Contractor’s operations are curtailed, interrupted, or otherwise handicapped, in whole or in part, because of an
employee strike against the Contractor, such condition shall not operate to relieve the Contractor of its obligation to
pay charges and fees required under this Contract, except as otherwise specifically provided for elsewhere in this
Contract.

Article 24. Disputes

24.01. It is the Authority’s policy to encourage resolution of disputes by mutual agreement between the Contracting
Officer and the contractor. Consistent with this intent, the Authority requires, as a condition precedent to the
initiation of litigation, the exhaustion of the administrative dispute procedure contained in the Contract. If the dispute
is not resolved by the administrative disputes procedure, the Contractor may proceed to court litigation.
24.02. The Contractor shall proceed diligently with performance of the Contract's requirements, including the disputed portions, pending resolution of any dispute.

24.03. In order to initiate the administrative disputes procedure, the Contractor shall submit a written monetary or non-monetary claim, certified as true and accurate by a duly authorized officer of the Contractor. The written claim or statement shall at a minimum include a) a full explanation of the claim or reason why the Contractor believes the Authority has acted contrary to the Contract; b) the relief requested; c) a full explanation of the reason why the Contractor believes it is entitled to this relief or why the Authority is liable; c) the claim must state that it is made in good faith, that the supporting facts and data are current, accurate, and complete as of the date of certification, and that the relief requested by the Contractor reasonably reflects the damage the Contractor believes it has incurred; and c) the claim must include or specifically reference all records, data or facts that relate to the Contractor's claim.

24.04. Monetary claims based on anticipatory profits are prohibited.

24.05. Discussions between the Contracting Officer and the Contractor concerning the claim presented shall occur within a reasonable time after submission of the claim and receipt by the Contracting Officer of sufficient information, including information resulting from an audit, if deemed necessary. Discussions shall be conducted in good faith for the resolution of the dispute, including the exchange of relevant information. The Contractor shall provide any additional information or audit access deemed necessary by the Contracting Officer. Failure to provide requested information or audit access shall be a bar to further consideration of the Contractor's claim or issue.

24.06. The Contracting Officer and the Contractor may agree to engage in non-binding evaluative mediation or some other reasonable method of alternative disputes resolution before the Contractor may litigate the claim or issue. Such mediation or alternative dispute resolution shall be conducted in accordance with the Virginia Code. Each party shall bear its own costs of such alternative dispute resolution, and shall evenly split the costs of the mediation proceeding or other alternative dispute resolution proceeding.

24.07. If discussions with the Contracting Officer, or if required, alternative dispute resolution, do not result in an agreement, an impasse can be declared. Upon the declaration of an impasse, the Contractor shall request a written final decision by the Contracting Officer. The Contracting Officer shall issue a final decision within sixty (60) days following receipt of the request and adequate documentation, unless the dispute is determined to be complex in nature by the Contracting Officer in which case the Contracting Officer shall establish a reasonable deadline for the issuance of the final decision. The final decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the receipt of the Contracting Officer’s final decision, the Contractor mails or otherwise furnishes a written notice of appeal to the Vice President of Business Administration or, if the contract is a ground transportation, rental car, fixed base operator or parking concession contract, to the appropriate Vice President and Airport Manager.

24.08. Following completion of the administrative process, including providing the notice of appeal, the dispute may be resolved by litigation without a jury before a court of competent jurisdiction within the Commonwealth of Virginia. To the extent allowed by law, the venue for any action arising from this Contract shall be Arlington County, Virginia, for National Airport and Loudoun County, Virginia, for Dulles Airport.

24.09. The Contractor hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either the Contractor or the Authority against each other or any matters arising out of or in any way connected with this Contract.

24.10. In the event the Contractor makes a claim that is found by a court to be based upon any reckless statement contained in the certification of the claim or is found by a court to be of frivolous nature or materially overstated in amount, then the Contractor shall be liable to the Authority and shall pay to it a percentage of the costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorney fees) the frivolous or
overstated claim. The percentage of costs referenced shall be equal to the percentage of the Contractor's total claim which is determined through litigation to be the result of a reckless statement or frivolous claim. "Frivolous" shall mean having no basis in law or in fact. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

24.11. Any claim by the Contractor that is based on false or misleading statements or material misrepresentations shall entitle the Authority to a full recovery of all costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorney fees) the claim. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

Article 25. Miscellaneous

25.01 Rights Reserved to the Authority. All rights not specifically granted to the Contractor by this Contract are reserved to the Authority.

25.02 Authority Not Liable. Except as specifically provided for in this Contract, the Authority shall not be under any duty or obligation to the Contractor to repair or maintain the Premises, or any portion thereof, or any facilities or equipment constructed thereon. The Authority shall not be responsible or liable to the Contractor for any claims, losses, damages, or injury, including lost profits, sustained by the Contractor or any of its joint venturers or subcontractors, resulting from any failure of water supply, heat, air conditioning, electrical power, or sewer or drainage facility, or from natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado or other physical event, or from any act of God, state of war, civilian commotion or riot, act of the Federal government or any other cause beyond the reasonable control of the Authority.

25.03 Security. The Contractor understands that the police security protection provided by the Authority is finite and limited to that generally provided to any other businesses on the Airports and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises, equipment, improvements, and the Contractor's personal property, and that of its employees and invitees shall be the sole responsibility of the Contractor and shall involve no cost to the Authority.

25.04 Inspection. The Contractor shall allow the Authority's authorized representatives entry to the Premises for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to, or connected with the performance of the Authority's rights and obligations under this Contract or in the exercise of its governmental functions. Except in the case of an emergency, or except if a Default has occurred, the Authority shall conduct such inspections during reasonable business hours, and in the presence of the Contractor's representative.

25.05 Relationship of the Parties. The Contractor is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the Authority shall in no way be responsible therefor. Nothing in this Contract shall be construed as making the Contractor an agent or representative of the Authority for any purpose whatsoever. Further, nothing in this Contract is intended or shall be construed as in any way creating or establishing the relationship of copartners between the Parties hereto.

25.06 Ingress and Egress. For the purpose of Contract performance, the Contracting Officer will grant the Contractor without charge therefor, the right of ingress and egress from said Premises by the Contractor, its employees, contractors, suppliers, servicemen, licensees, guests, patrons, and invitees. PROVIDED that such right of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport that apply to all users of the Airport. PROVIDED further, that such right of ingress and egress shall not be construed to prohibit the Airport Manager from establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or charge is levied upon all users of the Airport, nor to prohibit the Airport Manager from assessing a fee or charge on the Contractor's employees for parking their personal vehicles in the employee parking areas or on persons
conducting a business on the Airport. For purposes of this Article, a person shall be deemed to conduct business
on the Airport if he occupies any space on the Airport or if he provides any services on the Airport, other than
utilities, on a regular or continuing basis.

25.07 Waiver of Performance. The failure of the Authority or the Contractor, in any one or more instances, to
invoke a provision, term, covenant, reservation, condition, or stipulation of this Contract, or to enforce or take action
to enforce, or to demand performance by the other party hereto, or to insist upon a strict performance by the other
of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Contract shall
not be considered a waiver or relinquishment of the rights to invoke enforce, demand, or insist thereon, but the
same shall continue and remain in full force and effect, and no waiver by either party of any provision, term,
covenant, reservation, condition, or stipulation hereof shall be deemed to have been made in any instance unless
expressed in writing. In the event any provision contained in this Contract is breached by either party and thereafter
waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed
to be a waiver of any other breach hereunder.

25.08 Force Majeure. Except as herein provided, neither the Authority nor the Contractor shall be deemed to be in
default hereunder if either party is prevented from performing any of the obligations of this Contract, by reason of
circumstances beyond the party’s reasonable control, such as strikes, boycotts, labor disputes, embargoes,
shortages of energy or materials, acts of God, acts of the public enemy, acts of the federal government, riots,
rebellion, or sabotage; provided, however, the Contractor shall pay all rentals, fees, and charges associated with
performance prior to the force majeure event when due, even if such rentals, fees, and charges are not due and
payable until after the occurrence of the force majeure event.

25.09 Severability. If any article, section, provision, term or condition of this Contract is held to be invalid by a court
of competent jurisdiction, the remainder of this Agreement, including the remaining rights and obligations of the
Authority and the Contractor, shall not be affected thereby.

25.10 Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein
contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services
to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority
reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical
nature.

25.11 No Third Party Beneficiaries. This Contract is for the benefit of the parties hereto only and is not intended to
and shall not create any rights in or confer any benefits upon any person or entity other that the parties hereto.

25.12 Covenant Against Contingent Fees. The Contractor warrants that no person or agency has been employed
or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona
fide employee or agency. For breach or violation of this warranty, the Authority shall have the right to annul this
Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover,
the full amount of the contingent fee.

1. "Bona fide agency", as used in this clause, means an established commercial or selling agency,
maintained by the Contractor for the purpose of securing business, that neither exerts nor proposed
to exert improper influence to solicit or obtain Authority contracts nor holds itself out as being able to
obtain any Authority contract or contracts through improper influence.

2. "Bona fide employee", as used in this clause, means a person, employed by the Contractor and
subject to the Contractor's supervision and control as to time, place, and manner of performance,
who neither exerts nor proposes to exert improper influence to solicit or obtain Authority contracts
nor holds himself out as being able to obtain any Authority contract or contracts through improper
influence.
3. "Contingent fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing an Authority contract.

4. "Improper influence", as used in this clause, means any influence that induces or tends to induce an Authority employee or officer to give consideration or to act regarding an Authority contract on any basis other than the merits of the matter.

25.13 Prohibition Against Board Member Participation. No member of the Authority's Board of Directors shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

25.14 Governing Law. This Contract shall be governed by and in accordance with the laws of the Commonwealth of Virginia.

25.15 Notices. All notices to be given to the Parties hereto shall be in writing unless otherwise stated and shall be properly given when personally delivered to the address specified in the Contract and left with a responsible person, or delivered by overnight service such as Federal Express, and, in both instances, an appropriate receipt is obtained, or when sent by facsimile to the facsimile numbers specified in the Contract and an appropriate receipt is obtained, or when sent by registered or certified mail addressed to the Parties at their respective addresses specified in the Contract. The Parties may change the notice address information at any time by giving notice as provided for in this section. The date of notice shall be deemed, when notice is mailed, to be the date of mailing so long as the Postal Service certified actual delivery. A refusal of overnight service or a registered or certified mail notice shall constitute actual delivery hereunder.

25.16 Effectiveness. The submission of an unsigned copy of this Contract to the Contractor for the Contractor's consideration does not constitute an offer to enter into a Contract. This Contract shall not be binding upon either party until executed by both parties.

25.17 Duplicate Counterpart Originals. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

25.18 Capacity to Execute. The individuals executing this Contract warrant that they each have full authority to execute this Agreement on behalf of the Contractor or the Authority as the case may be.

25.19 Execution. The parties hereto acknowledge that they have thoroughly read this Contract, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

25.20 Clear Title. The Authority covenants that at the granting and delivery of this Contract, it has the right and authority to lease or assign the Premises to the Contractor as set forth in this Contract.

25.21 Binding Effect. The terms, conditions, and covenants of this Contract shall inure to the benefit of, and be binding upon, the parties hereto and upon their successors and assigns, if any. This provision shall not constitute a waiver of any conditions regarding assignments contained in this Contract. No party shall be bound by this Contract until it is executed by both parties.

25.22 Modifications. This Contract may be modified in writing by mutual agreement of the Contractor and the Authority. Modifications beyond the scope of the original Contract may require approval of the Authority's Board of Directors.