

DES MOINES AIRPORT AUTHORITY

**TERMINAL ADVERTISING
REQUEST FOR PROPOSAL**

OCTOBER 16, 2025



DSM Advertising Concession RFP Timeline

Thursday, October 16th – RFP released

Tuesday, November 4th - Pre-Bid Conference & Tour 2:30PM – 5PM CST

Friday, November 7th - Requests for Clarifications due by 2PM CST

Friday, November 14th - Addendum to Clarification Requests sent by 2pm CST

Tuesday, January 27th – Proposals Due @ 2PM CST

Tuesday, February 3rd - Interviews (if needed)

Friday, February 6th – Selection is Made

Tuesday, February 10th – Last date to notify Proposers

Tuesday, February 17th - Appeal Deadline

Thursday, February 26th – Final date for signed contract to be returned from awarded concessionaire in order to take it to the Board

Tuesday, March 10th – Recommend the contract for Authority's board approval

Airport Terminal Advertising Concession Request for Proposal

Des Moines International Airport
5800 Fleur Drive
Des Moines, IA 50321

All proposals are due on or before 2:00PM, CST, January 27, 2026, and shall be valid for 180 days from the RFP due date.

One original and three (3) hard copies of the proposal shall be submitted to the address below. In addition, an electronic copy on USB drive saved in Adobe PDF Format is also required.

Des Moines Airport Authority
Attn: Contracts & Reporting Administrator
5800 Fleur Drive, Suite 207
Des Moines, IA 50321

Requests for clarification regarding this RFP must be made to the Contracts & Reporting Administrator at afredricks@flydsm.com no later than 2:00 pm CST, November 7, 2025. Written answers to requests for clarification will be provided to all persons making a request no later than 2:00pm CST, November 14, 2025.

Electronic copy of this Request for Proposal is available by contacting the Contracts & Reporting Administrator at afredricks@flydsm.com

AIRPORT TERMINAL ADVERTISING CONCESSION

DES MOINES INTERNATIONAL AIRPORT

DES MOINES, IOWA

PROPOSALS are being requested for a Concession Agreement for airport terminal advertising at the Des Moines International Airport. These proposals will be opened by the Contracts & Reporting Administrator at the above specified date and time and a recommendation from Authority staff will be presented to the Des Moines Airport Authority Board.

1. On November 4th, 2025 at 2:30 PM CST, a pre-proposal meeting will be held in the Cloud Room of the Airport Terminal Building to receive inquiries concerning this request for proposals. Participants are encouraged to submit questions in advance to the Contracts & Reporting Administrator at afredricks@flydsm.com

During this time, there will be the option to tour the New Terminal currently under construction. Pre-registration for the tour is required to afredricks@flydsm.com to ensure adequate staffing and PPE is available. In addition, close-toed shoes will be required and there is a possibility it may be muddy.

2. A written response to all inquiries in the form of an addendum to the RFP will be forwarded to all participating proposers.
3. In all cases, no verbal communication will override written communications, and only written communications are binding.
4. The Des Moines Airport Authority reserves the right to schedule proposer interviews at its discretion in order to fully evaluate competing proposals.

**REQUEST FOR PROPOSALS SUMMARY
AIRPORT TERMINAL ADVERTISING CONCESSION**

**DES MOINES INTERNATIONAL AIRPORT
DES MOINES, IOWA
2025**

1. REQUEST FOR PROPOSALS

The Des Moines Airport Authority ("Authority"), as owner and operator of the Des Moines International Airport ("Airport"), hereby requests proposals from interested and qualified advertising firms ("Proposer") desiring to operate the terminal advertising concession and provide related services at the Airport for a period of five (5) years commencing on November 1, 2026. The terminal advertising concession will be operated in accordance with the specific provisions of a concession agreement, a sample copy of which is attached ("Sample Agreement").

2. PROPOSER RESPONSIBILITY

Proposer must carefully examine the RFP, related documents, and terminal site. Each Proposer must judge for itself the completeness of all requirements, conditions, and circumstances in the RFP. Failure on the part of Proposer to conduct such examination and to investigate thoroughly will not constitute grounds for a declaration by Proposer that it did not understand the conditions with respect to its proposal.

3. PROPOSAL SUBMITTAL GUIDELINES

A. Hard Copy

- i. Submit four proposals, one marked "Original" to DSM Airport, with an electronic copy on a USB flash drive saved in Adobe PDF format. Note package numbers on the covers if there are multiples.
- ii. Insert tabs identifying each part of the proposal in the sequence shown in Section 6 to facilitate quick reference.

B. Additional Specifications

- i. Each Proposer must complete and sign their proposal by an authorized official representing the company.
- ii. The Proposer's full business address must be given. Proposals by partnerships must be signed with the partnership name by one of the general partners. Proposals by corporations must bear the proper corporate name, state of incorporation, and signature and designation of an officer authorized to bind it in the matter.
- iii. All proposals must be sealed.

4. PROPOSER QUALIFICATIONS

A. To be considered qualified, the Proposer must demonstrate the experience and qualifications necessary to ensure a high-quality operation. Accordingly, Proposers' experience in the operation of similar enterprises will be given consideration. A complete description of Proposer's experience and other operations must be included in the proposal. Proposer must have the capability to construct, fabricate, duplicate, or otherwise produce all required displays and display materials. Experience in developing and selling advertising displays in an airport environment is not mandatory but is preferred.

B. Proposer must demonstrate financial responsibility. Proposer shall submit the following information as appropriate to their submittal.

- i. Partnerships/Individuals: Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal, also including an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements. The two (2) most recent completed IRS tax returns.
- ii. Public Corporations: Previous two (2) year's annual report for the proposing entity
- iii. Private Corporations: Previous two-year's CPA-prepared and reviewed financial statements
- iv. Proposers shall provide the following information: A statement declaring whether the Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had individual proceedings filed in bankruptcy court and the status of each occurrence.

The Authority reserves the right to request additional financial information from any proposer. If a proposer submits financial statements for a parent company and is thereafter awarded a Concession Lease, the parent company shall be required to also execute the Concession Lease such that it is bound jointly with the Proposer/subsidiary to the obligations of the Concession Lease. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Concession Lease to be awarded.

C. Proposer must demonstrate, in the Authority's sole determination, a net worth sufficient to sustain the business operations required to be performed and maintained pursuant to Agreement requirements.

- D. Proposer must be qualified and licensed to conduct business in the state of Iowa. If not qualified or licensed, Proposer must confirm in writing that, if selected, such licensing will be obtained within thirty (30) days following notice of selection.
- E. Any existing debt or previous default on an Agreement with the Airport may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous Agreement with the Airport may be cause for rejection of the proposal and disqualification of the Proposer.

The Authority reserves the right to disqualify any Proposer who, during the past five years, has had an agreement or contract canceled, or threatened to be canceled for cause including either failure to perform or illegal activity.

5. BACKGROUND

The Airport is a commercial service airport serving Central Iowa with facilities to accommodate all phases of air transportation including scheduled air service, general aviation, and air cargo operators. During calendar year 2024, the Airport accommodated approximately 3.1 million airline passengers.

The Airport is situated on approximately 2,800 acres of land on the southwest side of Des Moines, Iowa. Major tenants of the Airport include the Des Moines Airport Authority, six commercial passenger airlines, two major air cargo airlines, seven car rental brands, restaurant and gift shop concessions, three general aviation operators, U.S. Customs Office, FAA Air Traffic Control Tower, FAA Airways Facilities Office, and the Iowa Air National Guard.

The Authority is over halfway through construction of a new terminal, which will replace its current 70-year-old terminal building. Space for new advertising has been incorporated into the new design.

6. COMPLETING AND SIGNING PROPOSALS

- A. Each Proposer must complete, sign, and seal their proposal by an authorized official representing the company. The Proposer's full business address must be given. Proposals by partnerships must be signed with the partnership name by one of the general partners. Proposals by corporations must bear the proper corporate name, state of incorporation, and signature and designation of an officer authorized to bind it in the matter.

- B. Each proposal must be tabbed, ordered, and submitted in the following format:

TAB	SUBJECT
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- | | |
|------|--|
| I. | Executive Summary to include: <ul style="list-style-type: none">• How Proposer meets minimum requirements• Special corporate competencies that would contribute to the success of the operation• Anything additional that makes your entity the best qualified |
| II. | Advertising Program Concept to include: <ul style="list-style-type: none">• Equipment to be installed at each location throughout the Terminal, Concourses and Rental Car Center• Possible advertisers in the area• National accounts that would be incorporated |
| III. | Concession Fee Proposal |
| IV. | Proposed Management Staff <ul style="list-style-type: none">• Organizational chart• Sales staff assigned to the Airport and their credentials<ul style="list-style-type: none">○ time to be allocated to the Airport or workload information• Support/operations staff assigned to the Airport and their credentials<ul style="list-style-type: none">○ time to be allocated to the Airport time or workload information• Installation staff assigned to the Airport and their credentials<ul style="list-style-type: none">○ time to be allocated to the Airport or workload information• Any other staffing information needed pertinent to this RFP |
| V. | References to include: <ul style="list-style-type: none">• Minimum of three (3) references<ul style="list-style-type: none">• Samples of work with each one |
| VI. | Required Documents (i.e., Non-Collusion Affidavit and Proof of Insurance) |

- D. By submission of the proposal, the Proposer agrees to the terms set forth in the Sample Agreement, as they may be modified to become the final Agreement between the parties as set forth in Section 7, General Provisions.

7. GENERAL PROVISIONS

- A. Changes in the Sample Agreement that are unsubstantial in nature may be made between the selected Proposer and the Authority.
- B. If there is any conflict between the wording in this Summary and the Sample Agreement; the Sample Agreement will prevail.

- C. Statistical information contained in these documents is for informational purposes only. The Des Moines Airport Authority (DMAA) is not responsible for any inaccuracies or interpretations of this data. The DMAA makes no representations as to future enplanements, revenues, or delivery volumes.
- D. If there is any conflict between the wording in this Summary and the STANDARD PROVISIONS AND REQUIREMENTS FOR REQUESTS FOR PROPOSALS (RFPs) the STANDARD PROVISIONS AND REQUIREMENTS FOR REQUESTS FOR PROPOSALS (RFPs), will prevail.

8. SCOPE OF CONCESSION OPPORTUNITY

This non-exclusive Request for Proposal is to select a Proposer who can best fulfill the Airport Authority's objectives in this RFP for a terminal advertising concession opportunity located at the Airport.

1. Maximize advertising revenues to the Authority within the framework of the Concession Agreement.
2. Reflect the character of Des Moines and Central Iowa in the graphics, images, and advertisers.
3. Utilize modern technology to deliver advertising messages in creative ways.
4. Use contemporary graphic design techniques to balance the need for commercial advertising with the Authority's desire for an attractive, comfortable airport.

The successful Proposer, also referred to as Concessionaire, will enter into a Concession Agreement with the Airport Authority to design, construct, manage, and operate the terminal advertising program. The term for this concession opportunity will be effective November 1, 2026 (pending approval of the Concession Agreement by the Des Moines Airport Authority Board) and will end five (5) years after the commencement of the Agreement. This non-exclusive agreement is for the assigned locations as specified within the Agreement and the provisions provided within.

9. RESTRICTIONS ON DISPLAY TYPES

In developing a proposal, Proposers should note that certain types of advertising displays are **not** allowed in the terminal building, including but not limited to:

- Wall wraps
- Floor displays
- Displays mounted on structural columns
- Any display that protrudes more than six inches from the wall

10. LOCATIONS

The selected Proposer shall be allocated and provided with such wall space within and about the Terminal Building, existing A & C Concourses, as well as the Rental Car Center at the Airport. These locations, as approved and authorized from time to time during the term of this Agreement by the CEO or other authorized representative of the Airport Authority, which space shall be used solely for the installation and maintenance by the Proposer of advertising displays and devices. Due to the existing new terminal development program, construction projects may eliminate or relocate certain display locations in the future. The Authority will provide notification to the successful Proposer when and if the elimination or relocation of those displays happens. See Exhibit A-1 thru A-8 of the Sample Agreement for more detailed information regarding advertising locations within the terminal building.

11. FINANCIAL ACCOUNTING RESPONSIBILITIES

The selected Proposer shall agree to the accounting procedures set forth in the Sample Agreement. All formal reports presented to the Authority must be concise, complete and accurate.

12. EMPLOYEE QUALIFICATION AND SPECIFICATIONS

The successful Proposer shall select honest, competent, and courteous personnel to be employed at the Airport and shall train, supervise and maintain proper surveillance over all its employees to ensure their integrity and the maintenance of an honest and high standard of service to the public, of which standard will be determined at the sole discretion of the Authority. The selected Proposer shall be responsible to ensure that all requirements set forth in Article 6 of the final Agreement concerning employees are met.

13. ACTIVITY SUMMARY

A summary of selected activity related to terminal advertising at the Airport is as follows:

Calendar Year	Total Passengers	Gross Ad Revenues
2021	2,167,060	\$460,876.50
2022	2,811,670	\$499,343.38
2023	3,097,006	\$596,029.00
2024	3,176,952	\$682,386.28

14. SELECTION CRITERIA (Formal Proposal and Interview)

Building on a history of success, the Authority is striving for an advertising program that provides all Airport users with an aesthetically pleasing environment which reflects

contemporary advertising concepts and utilizes space in a way that optimizes advertising effectiveness and revenue generation for DSM.

Awards will be made to the Proposers who, in the Authority's judgment, are the most responsive in meeting the Authority's requirements associated with the advertising program. It will be within the sole discretion of the Authority to determine the viability and soundness of each Proposal, and to accept or reject a Proposal in its entirety or in part.

The Airport reserves the right to request a "best and final" offer, if necessary, for the purposes of determining a recommendation. A final proposal will be made and notice of award given.

Revenue Maximization **0-20 Points**

Proposals will be reviewed, and points assigned based on a showing of the ability to maximize revenue to the Airport. Proposals are expected to include pro forma financial statements for the duration of the contract. Pro forma statements are expected to demonstrate reasonable, supportable, and justifiable financial projections.

Design and Concept **0-20 Points**

Proposals will be reviewed, and points assigned based on attractiveness of design, aesthetic balance with the Airport's décor, enhancements to the look and feel of the terminal, and ability to use technology to create displays that effectively draw the attention of the public.

Marketing Plan **0-20 Points**

An innovative formal marketing plan is desired which will promote and develop the usage of the Airport advertising facilities. It shall be the sole discretion of the Authority to determine the viability and soundness of each plan, and to accept or reject said plan in its entirety or parts thereof.

Experience **0-15 Points**

Points will be assigned based on Proposer's recent successful experience in advertising.

References **0-10 Points**

Points will be assigned based on substantiated favorable references that indicate a Proposer is competent, trustworthy and possessive of noteworthy advertising capabilities.

Additional Factors **0-15 Points**

Points will be assigned based on any of these items:

1. Involvement by local companies in the terminal advertising program.
2. Number of sales representatives who will be involved in selling the available display units.
3. Other special equipment, facilities, or capabilities that would contribute to the success of the advertising program.

15. INTERVIEWS

Not all proposers will be asked to interview. Proposals should be all-inclusive. While scores may be adjusted based on the interview, no points will be awarded to the actual interview itself. If interviews are needed, then selected Proposers will be given time to present their Proposal and allow the Review Team to ask questions and clarify their understanding of the Proposal. A final evaluation will be completed after the interviews.

16. REQUIRED PROVISIONS

The final executed agreement will contain provisions required by the FAA, including but not limited to non-discrimination, civil rights, just services, exclusive rights, disadvantaged business enterprise (DBE) and will be subordinate to agreements between the Authority, the United States of America, and the State of Iowa.

17. INSURANCE AND INDEMNITY REQUIREMENTS

The selected Proposer shall purchase and maintain insurance in accordance with the insurance requirements set forth in the attached Sample Agreement to protect the selected Proposer and Authority throughout the duration of this Agreement. The selected Proposer shall not commit any act which might invalidate any policy of insurance. The selected Proposer shall defend, indemnify and hold harmless the Authority in accordance with the indemnification requirements set forth in the attached Sample Agreement. The selected Proposer shall be subject to all terms and provisions set forth in the Insurance Endorsements in the Sample Agreement thereto.

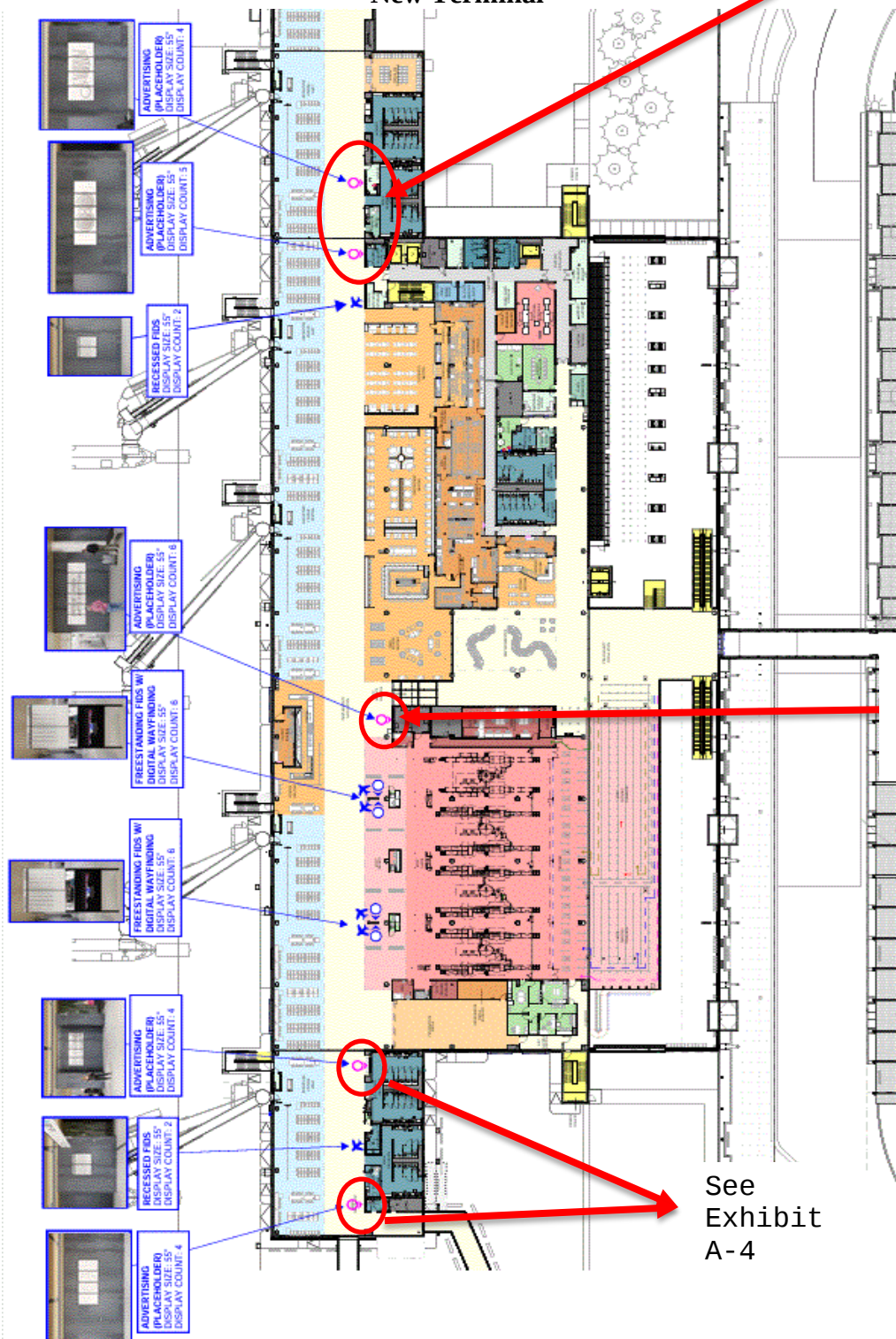
18. EXCLUSIVE AGREEMENT

The Agreement that results from this Request for Proposals constitutes the exclusive Agreement between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions may not be altered without prior written consent of both parties.

THIS SUMMARY IS INTENDED TO BE A BRIEF OVERVIEW OF THE PROPOSAL PROCEDURES AND AGREEMENT PROVISIONS FOR THE TERMINAL ADVERTISING CONCESSION AT THE DES MOINES INTERNATIONAL AIRPORT, DES MOINES, IOWA. ALL PROPOSERS SHOULD REVIEW THE SAMPLE AGREEMENT FOR THE ACTUAL PROVISIONS THAT WILL BE APPLICABLE.

**EXHIBIT A-1
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal**

See
Exhibit
A-2



See
Exhibit
A-3

See
Exhibit
A-4

EXHIBIT A-2
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

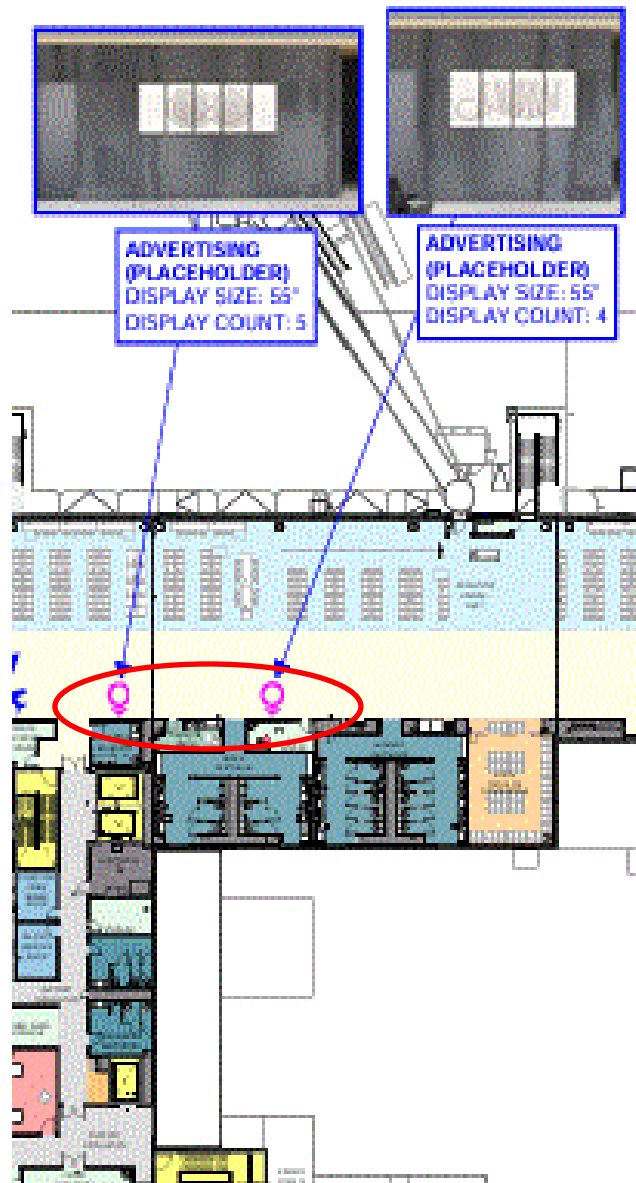


EXHIBIT A-3
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

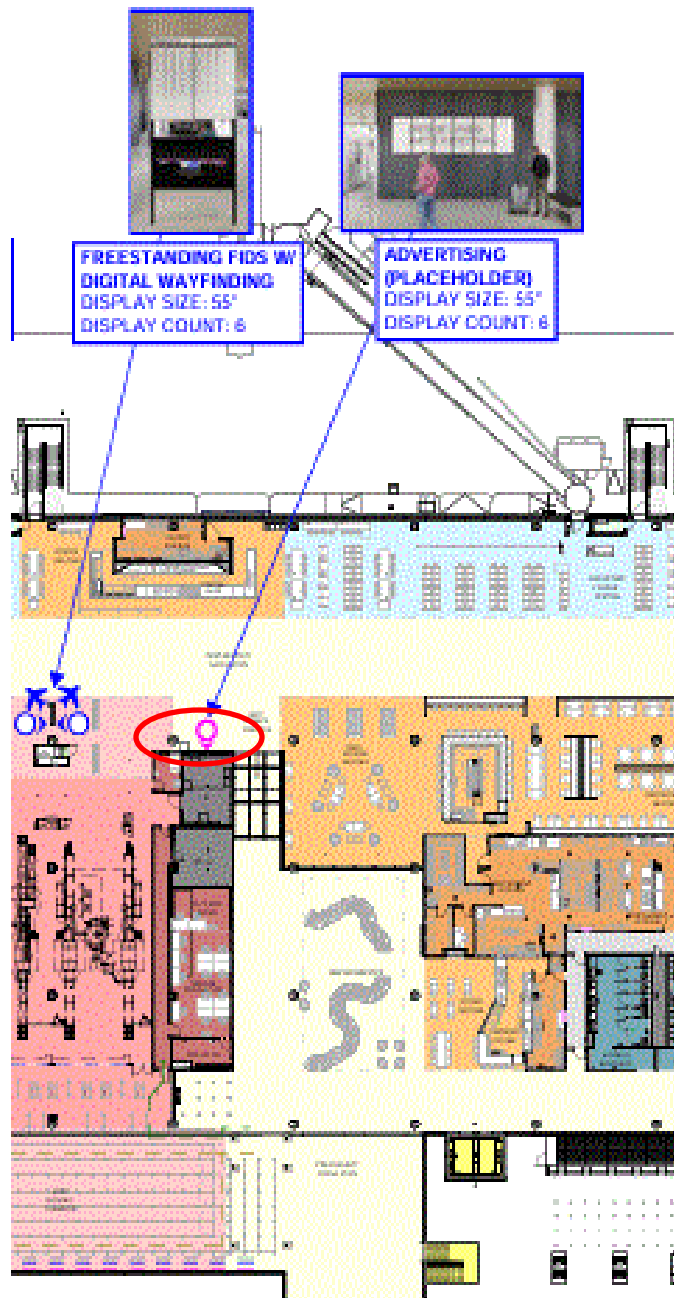


EXHIBIT A-4
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

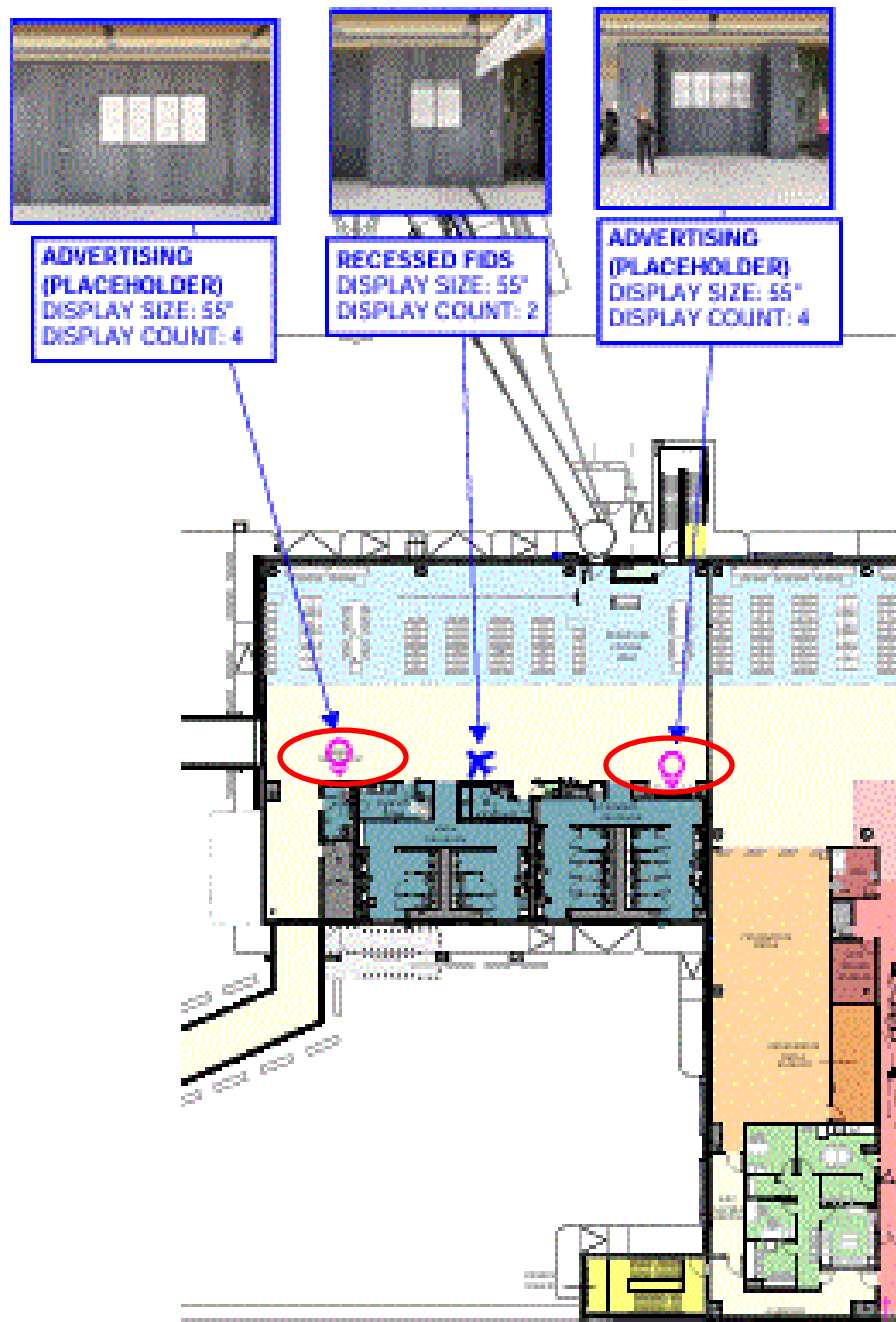


EXHIBIT A-5
LEASED PREMISES—DISPLAY LOCATIONS
A & C Concourses

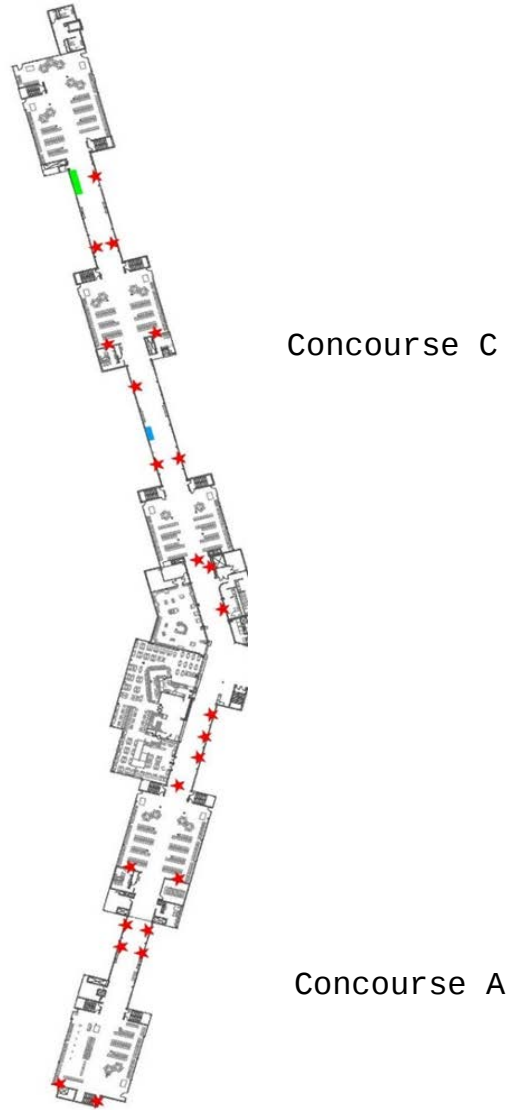


EXHIBIT A-6 **LEASED PREMISES – DISPLAY LOCATIONS** **Pet Relief Area**

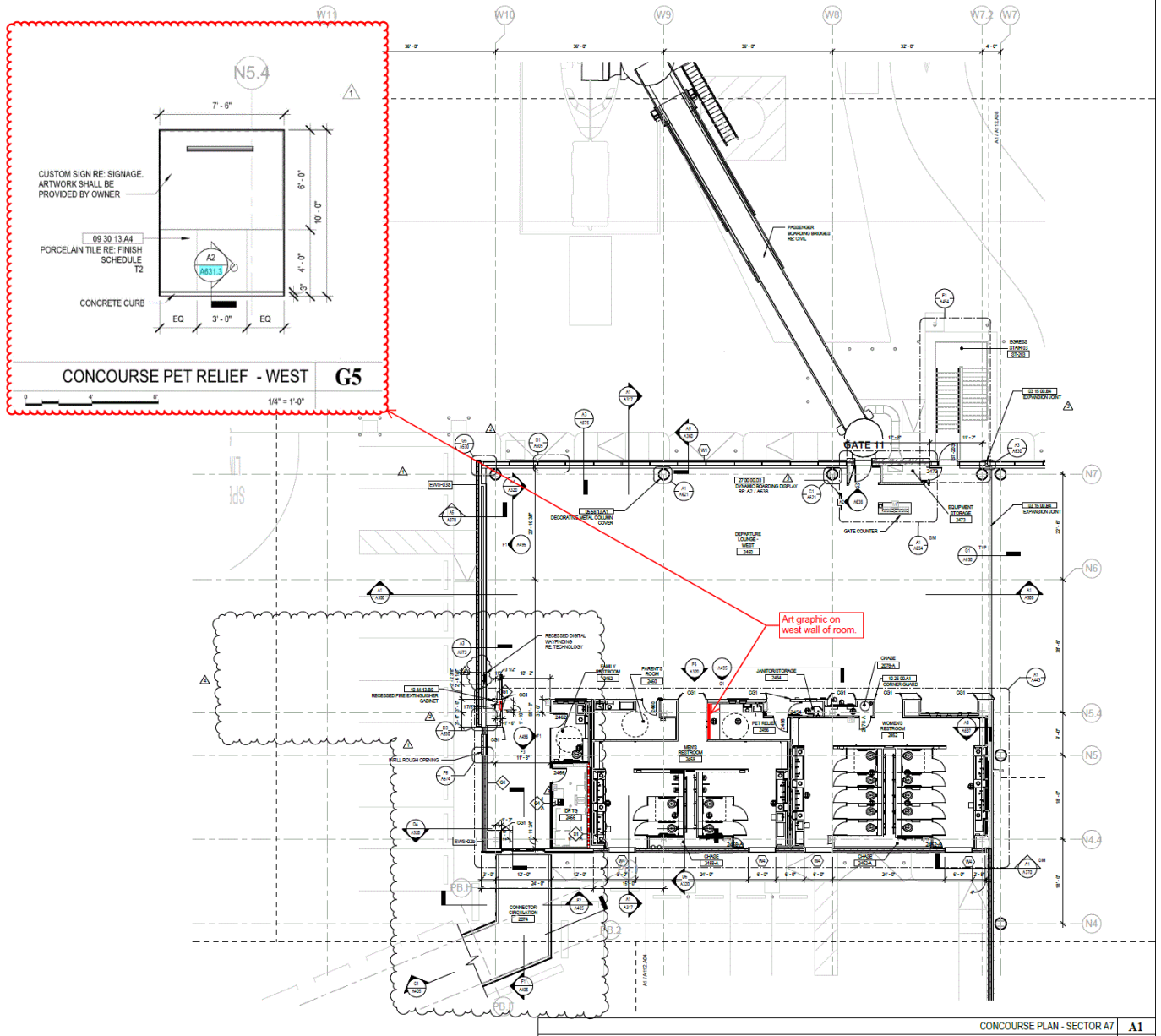
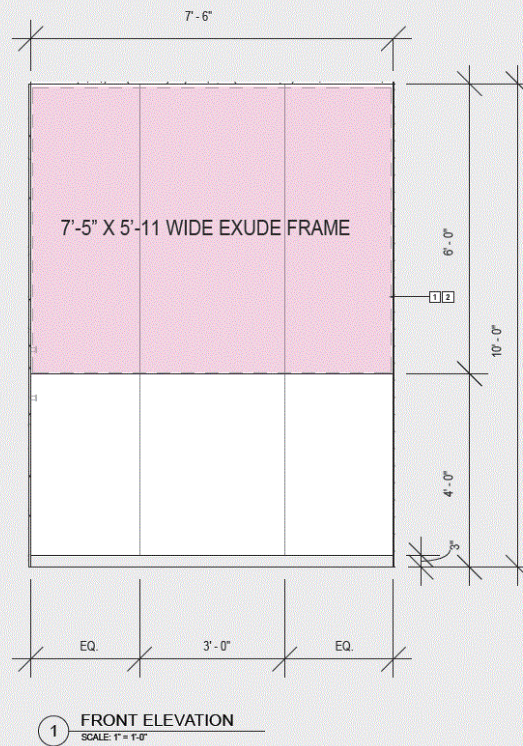
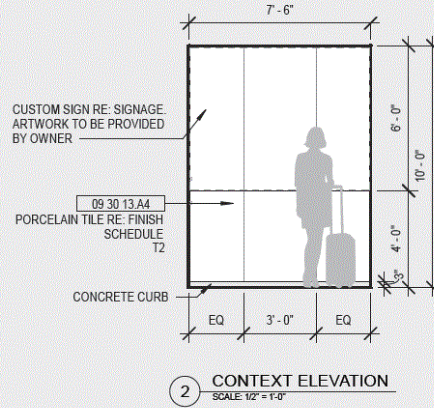


EXHIBIT A-7
LEASED PREMISES – DISPLAY LOCATIONS
Pet Relief Area



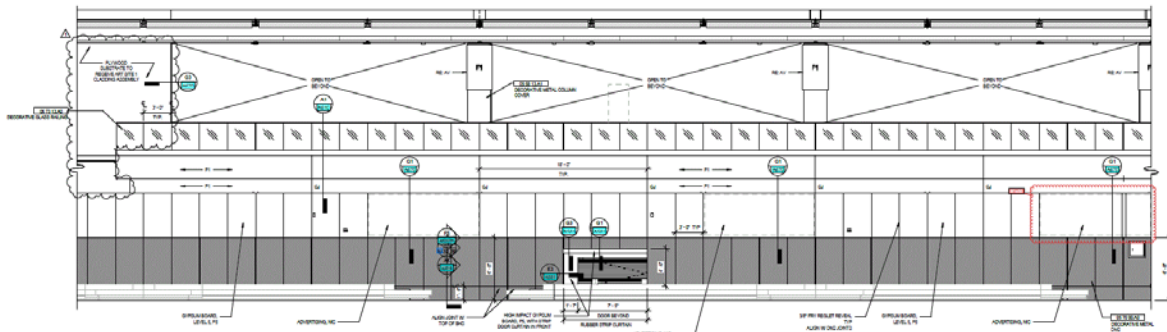
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EXHIBIT A-9
LEASED PREMISES—DISPLAY LOCATIONS
Rental Car Center

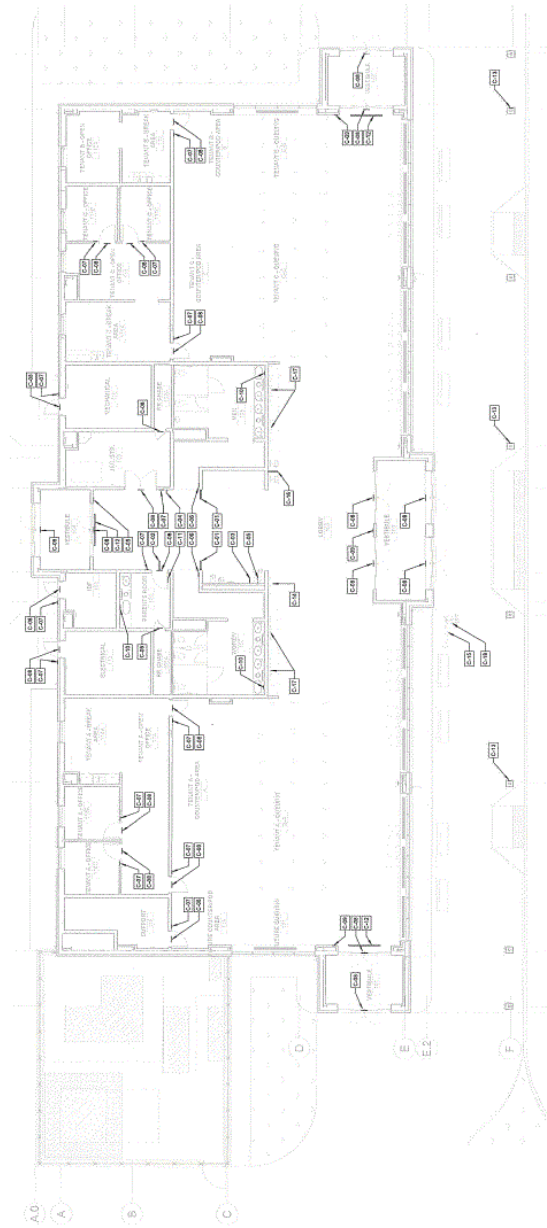


EXHIBIT A-10
LEASED PREMISES—DISPLAY LOCATIONS
Rental Car Center

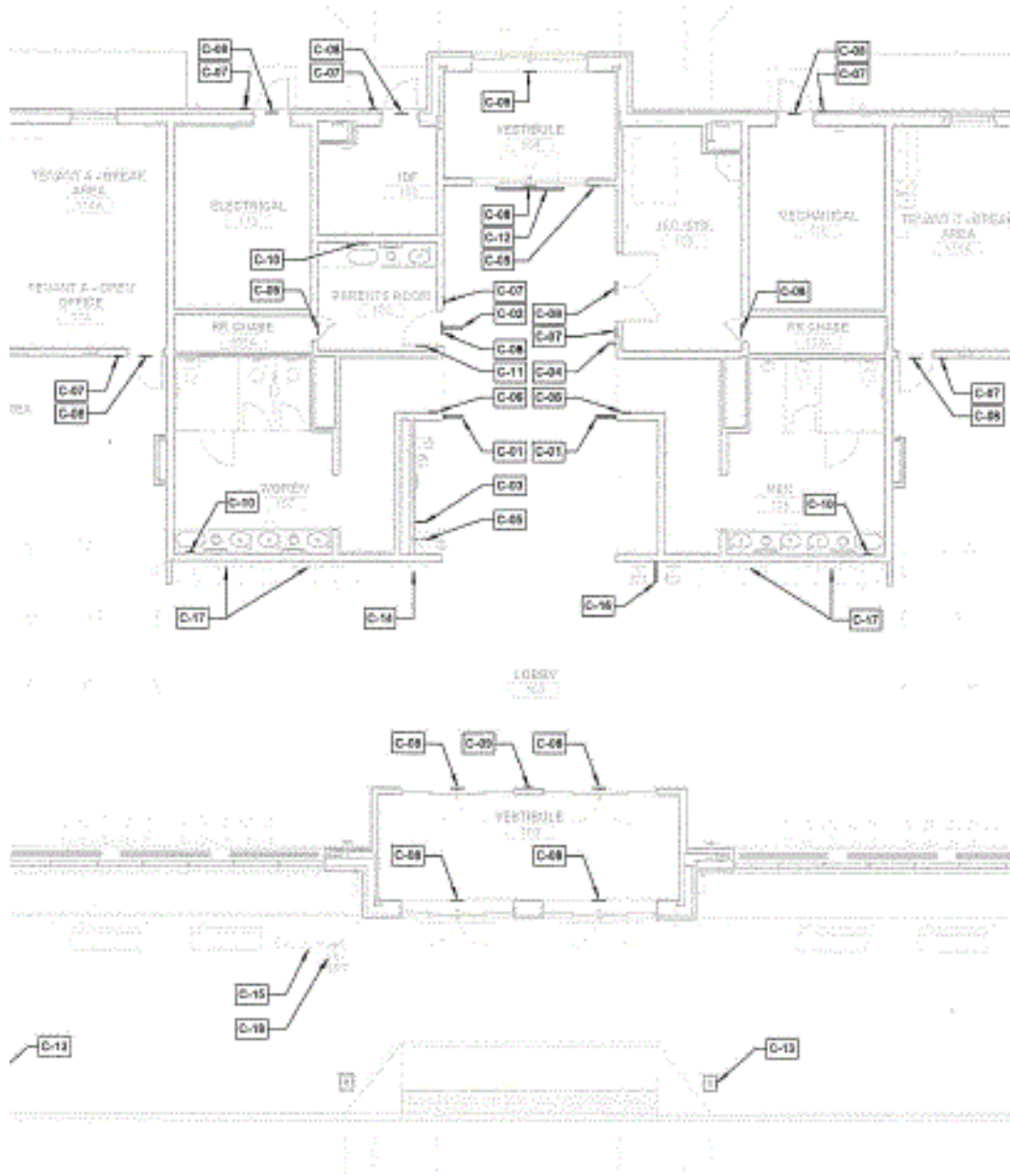


EXHIBIT B

STANDARD PROVISIONS AND REQUIREMENTS FOR REQUESTS FOR PROPOSALS (RFPs)

1. Proposal Must Be Signed by Proposer or Its Officer or Designated Agent

A proposal submitted in response to the Authority's Request for Proposals shall be signed by the Proposer if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

2. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name

- A. If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.
- B. If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all such persons and/or the authorized agents of all such entities. Joint venture proposals shall identify which person or firm will act as lead person of firm. Any proposal from a joint venture that fails to meet the above requirements will be subject to rejection.
- C. In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State. Proposers are advised to exercise care in the use of any fictitious name for their firms.

3. Communication with Authority During RFP Process

Upon issuance of this RFP, Proposers shall not communicate in any way with any Authority employee other than the Contracts Manager regarding the terms or provisions of this RFP. Questions about this RFP are to be in writing and directed to the Contracts Manager and will either be addressed at the pre-proposal meeting described in section 4 below, or in a written addendum to the RFP to be issued after the meeting.

4. Pre-Proposal Meeting

A pre-proposal meeting will be held at the time and place listed in the RFP summary (page 2). All persons or entities interested in or intending to respond to the RFP are encouraged to attend the pre-proposal meeting. At the meeting, any person or entity interested in or intending to respond to the RFP may present, orally or in writing, inquiries as to any term, provision, or requirement of the RFP. Authority staff will be present at the meeting to discuss the inquiries raised or presented to the Authority at the meeting or presented to the Authority in writing as provided in paragraph 3 above. Remarks made during discussions at the meeting by any Authority official or employee will not be binding upon the Authority or be deemed to be the Authority's official response or position regarding any inquiries discussed at said meeting.

5. Authority's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation

The Authority's Contracts Manager will respond in writing to all inquiries presented to the Authority as provided in section 3, above, or raised or presented at the pre-proposal meeting as provided in section 4, above. The Authority's written response will be directed to all known potential Proposers. Only the Authority's written responses will be considered the Authority's official response binding upon the Authority. In addition to making a written response, the Authority may issue addenda amending the RFP by changing or deleting the provisions of, or adding provisions to, the RFP.

6. Collusion Affidavit Required

Any agreement or collusion among Proposers or prospective Proposers, in restraint of freedom of competition by agreement to propose a fixed price or otherwise will render the proposals of such Proposers void. Proposers will be required to execute and submit with their proposals a Non-Collusion Affidavit in the form appended hereto as Attachment 1. Any disclosure by one Proposer to another Proposer of the content of a proposal in advance of the submission of proposals will render the proposals of both such Proposers void and may at the discretion of the Contracts Manager render the RFP proceedings void.

7. Proposals Not Confidential; Proposer Requests for Confidentiality under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content

Under Iowa Code chapter 22, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

3. *Trade secrets which are recognized and protected as such by law.*
6. *Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.*

The Authority, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions 3 and 6 noted above. If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual Proposer to make a confidentiality request and to justify application of a confidentiality exception to its proposal. The Authority will not under any circumstance consider the entire proposal to be a confidential record.

If a request is made by a member of the public to examine a proposal including the portion or portions for which a confidentiality request has been made, the Authority will notify the Proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the Proposer requesting confidentiality to defend its request. In that notification, the Proposer requesting confidentiality will be given not more than five calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential that portion of its proposal. Absent such action by a Proposer requesting confidentiality the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination. The Proposer shall indemnify the Authority for any attorneys' fees and court costs the Authority may incur or that be awarded against it as a result of complying with the Proposer's request for confidentiality.

8. Proposers to Provide Evidence of Ability to Obtain Insurance and/or Bond

Each Proposer shall provide evidence satisfactory to the Authority that it can obtain the required insurance coverages and/or bond. For this purpose, each Proposer shall submit with its proposal the certification form appended to this RFP as Attachment 2, in which the Proposer's insurance agent and/or bonding agent certifies that the Proposer can obtain the required insurance coverages and/or bond. Failure to submit the required certifications form will be grounds for rejection of the proposal.

9. Procedure for Evaluation and Recommendation as to Selection of Best Proposal

- A. Competing proposals submitted in response to the RFP will be evaluated by Authority staff. The Authority staff will utilize the evaluation criteria and scoring methodology set forth in this RFP in making its determination as to the best proposal.

- B. Upon completing its evaluation and the scoring of competing proposals, a Notice of Intent to Award will be provided to all competing Proposers by mail or e-mail at least five days prior to the appeal deadline set forth in the Notice of Intent to Award.

10. Appeal of Authority Staff Recommendation

A Proposer who is aggrieved by the Authority staff's determination and recommendation as to the selection of the best proposal, may appeal such determination and recommendation by filing a written objection to the Authority within the appeal deadline set forth in the Notice of Intent to Award. Such objections may be filed in person or by mail, or e-mail. In its written objection, the appealing Proposer shall set forth all of its objections to the Authority staff's recommendation and all arguments in support of its objections and shall attach all documentation supporting its objections upon which it intends to rely.

The Authority Board may, in its discretion, hear presentations by the appealing Proposer and by competing Proposers with respect to the appealing Proposer's objections. If the Authority Board agrees to hear presentations, it may limit their length and all Proposers will be given an equal opportunity to speak. The Authority Board's decision will be final.

11. Authority Board Consideration of Authority Staff Recommendation as to Best Proposal

When the Authority staff's recommendation comes before the Authority Board for consideration, the Board may request that the recommended Proposer appear before the Board to give a presentation or to answer questions regarding its proposal. Competing Proposers will not be allowed to speak at that time unless a prior request has been made by such a Proposer and permission to speak granted, or unless an Authority Board member requests that the competing Proposer be allowed to speak and the Board consents to such request.

12. Rejection of Proposals

The Authority reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The Authority will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a Proposer in responding to the RFP.

13. Formation of Contract

- A. The successful Proposer shall enter into a contract with the Authority in substantially the form of the attached Sample Agreement.
- B. Upon the Authority's approval of the evidence of insurance submitted by the successful Proposer (if required by the RFP), and upon the Authority's legal representative's review of the form of contract executed by the Proposer, and of the performance bond submitted by the Proposer (if required by the RFP), the Authority Board Chairperson will execute the contract as directed by the Authority Board.

14. Proposal Obligations

The contents of this RFP, of a proposal submitted in response thereto, and of the Authority's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful Proposer and accepted by the Authority, will become part of the contractual obligation and deemed incorporated by reference into the ensuing contract.

15. Disposition of Proposals

All proposals submitted in response to the RFP become the property of the Authority and will not be returned.

16. Assignment of Contract Prohibited Unless Approved in Writing by the Authority

No contract awarded pursuant to RFP is assignable without the written consent of the Authority.

17. Title VI Solicitation Notice

The Des Moines Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

18. Attachments.

- A. Attachment 1: Non-Collusion Affidavit
- B. Attachment 2: Proposer's Certification Regarding Insurance and/or Bond
Certification of Proposer's Insurance Agent Regarding
Proposer's Ability to Obtain Required Insurance Coverages.
Certification of Proposer's Surety Agent Regarding Proposer's
Ability to Obtain Required Bond.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Exclusive Contract

The contract that results from this Request for Proposals constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2. Assignment

Successful Proposers may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the CEO of the Authority or his/her designee.

EXHIBIT D

NON-COLLUSION AFFIDAVIT

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement at the Des Moines Airport Authority; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or of any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

Proposer

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

EXHIBIT E

**CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING
PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Article 13 of the Sample Agreement, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer:

Name/Address/Phone/FAX # of Insurance Agency:

Phone _____ FAX _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____

Signature and stamp of Notary Republic

Company Name

TERMINAL ADVERTISING
CONCESSION AGREEMENT

DES MOINES INTERNATIONAL AIRPORT

DES MOINES AIRPORT AUTHORITY
DES MOINES INTERNATIONAL AIRPORT
5800 FLEUR DRIVE, ROOM 207
DES MOINES, IOWA 50321-2854

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EXHIBITS

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EXHIBIT B	INSURANCE ENDORSEMENTS
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TERMINAL ADVERTISING CONCESSION AGREEMENT

[SUCCESSFUL PROPOSER]

DES MOINES INTERNATIONAL AIRPORT

DES MOINES, IOWA

THIS CONCESSION AGREEMENT (the "Agreement") is entered into this ____ day of ____, 2026, by and between the Des Moines Airport Authority ("Authority") and ____, a corporation organized and existing under the laws of the State of ____, ("Concessionaire") having its principal offices in ____.

W I T N E S S E T H:

The Authority operates an airport known as the Des Moines International Airport (the "Airport"), located in Des Moines, Polk County, Iowa.

The Authority distributed a Request for Proposals seeking a qualified party to operate a terminal advertising concession at the Airport.

In response to the Authority's Request for Proposals, Concessionaire submitted a Proposal dated January 27, 2026 ("Proposal").

The Authority assessed all proposals received and determined Concessionaire's to be the best overall proposal.

Concessionaire is desirous of leasing space from the Authority for a terminal advertising concession at the Airport.

The Authority deems it advantageous to itself and to its operation of the Airport to lease to Concessionaire certain premises for Concessionaire's operations within the Terminal Building at the Airport.

The Authority has the right to permit use of the applicable area and facilities on the Airport under the terms and conditions set forth in this Agreement and each party has full power and authority to enter into this Agreement, and

Therefore, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. The following words and phrases, wherever used in this Agreement, have the following meanings:

"Airport" means the Des Moines International Airport as it now exists or as it may change from time to time.

"Authority Board" means the Des Moines Airport Authority Board.

"Airport Campus" means the complex of structures and facilities in which is under the control of the Airport Authority and its Board.

"Chief Executive Officer" means the Chief Executive Officer (CEO) of the Des Moines Airport Authority or his or her representative who is duly authorized to exercise functions with respect to the rights and obligations of the Authority under this Agreement.

"Contract Year" shall be a period of twelve (12) consecutive months beginning on the Commencement Date of this Agreement and every twelve months thereafter.

"Customer" means an advertiser on the Airport Campus pursuant to an agreement with Concessionaire.

"FAA" means the Federal Aviation Administration of the United States Government or any federal agencies succeeding its jurisdiction.

"FAR" means Federal Aviation Regulations adopted by the FAA.

"Gross Receipts" means all receipts, whether by coin or currency, on account, by check or credit card, collected or uncollected, whether conducted on or off airport, derived by Concessionaire as a result of its operation of the concession rights granted in this Agreement, without any exclusion whatsoever, except those expressly permitted under this section. "Gross Receipts" shall exclude the following:

1. Any amount actually paid by the Customer to Concessionaire for telephone or data service, provided Concessionaire does not charge Customer telephone fees greater than actual telephone costs incurred and paid.
2. Any taxes, impositions, or other fees applicable to Concessionaire's operation at the Airport that are imposed by law and paid to a government entity. This provision shall not allow Concessionaire to exclude from Gross Revenues the concession fees or Minimum Annual Guarantee specified in Article 4 herein.

"Leased Premises" means the space on the Airport Campus leased to Concessionaire under this Agreement as described in Exhibit A to this Agreement or as otherwise designated from time to time by the CEO.

"Privilege Fee" means the fee paid to the Authority for the privilege of operating concessions at the Airport."

"Proposal" means the response submitted by Concessionaire to the Authority's request for proposals, which response is included as Exhibit C to this Agreement.

"Rules and Regulations" means those policies, rules and regulations promulgated from time to time by Authority and implemented by the Chief Executive Officer (CEO) for the orderly use of Airport by air transportation companies, tenants and users of Airport.

"Terminal Building" means the building commonly referred to as the passenger terminal building used primarily for enplaning and deplaning passengers and their associated services.

"Transportation Security Administration" (TSA) means the Transportation Security Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

"TSR" means Transportation Security Regulations adopted by the Transportation Security Administration of the U.S. Government or federal agencies succeeding to its jurisdiction.

- 1.2 Cross-References and Paragraph Headings. References in the text of this Agreement to articles, sections, or exhibits of this Agreement, unless otherwise specified, are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 2 LEASED PREMISES

Authority hereby leases to Concessionaire the Leased Premises in the concourse of the Terminal Building, A & C Concourses on and the Rental Car Center. Locations can be found on Exhibits A – 1 thru A-10. The Leased Premises may be modified to replace Exhibit A's without formal amendment of this Agreement.

Due to continued growth within the existing terminal building, construction and expansion projects may eliminate or relocate certain display locations in the future. The Authority agrees, when able, to give thirty (30) days written notice to the successful Proposer when and if the elimination or relocation of those displays happens.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 Interim Term. The interim term of this Agreement begins November 1, 2025 and ends with Beneficial Occupancy of the New Terminal. During this time, Concessionaire will only pay the Concession fee outlined in Section 4.1A (the Minimum Annual Guarantee, as described in Article 4, does not apply during the interim term).
- 3.2 Term. The term of Agreement is for a period of five (5) years beginning November 1, 2026.
- 3.3 Option Periods. Upon the expiration of the Term set forth in Section 3.2, the Authority may, at its sole discretion, and subject to the mutual written agreement of the Parties, renew this Agreement for up to three (3) additional option periods of one (1) year each (each, an "Option Period"). The Parties shall confirm their mutual intent to exercise any such Option Period no later than April 1st of the then-current Contract Year. Renewal of this Agreement for any Option Period shall be upon the same terms and conditions set forth herein, unless otherwise agreed to in writing by the Parties.

ARTICLE 4 RENT, FEES, AND CHARGES

- 4.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay the Authority each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the guaranteed Minimum Annual Guarantee or the Percental Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- A. Privilege Fee – the greater of either:
1. _____ percent (____%) of the Concessionaire's annual Gross Revenues ("Percentage Privilege Fee");
- or
2. The respective yearly amount shown below as the Concessionaire's Minimum Annual Guarantee fee (MAG)
- B. Monthly payment shall be the greater of 1/12th of the respective year's MAG or _____% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Contract Year, until such time as the Concessionaire has paid to the Airport an amount equal to the respective annual MAG identified in Article 4.1 (A)(2) above. On or before the 15th of each month the Concessionaire shall provide the Airport with i) a signed and certified Report of Gross Revenues for the preceding month and ii) payment of any percentage Privilege Fee shown to be due for the preceding month, as designated on Exhibit C, attached hereto and made a part hereof. If Concessionaire is operating more than one brand under this Agreement, it shall report Gross Revenue by each individual brand.

Once the sum of Privilege Fee payments remitted has reached the MAG in any given Contract Year, the Concessionaire may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of the Contract Year. The Concessionaire shall continue to report and remit each and every month after the MAG has reached the full ____% of reported gross revenues for the previous month.

C. The MAG for the second Contract Year, and each succeeding Contract Year, shall be greater of the MAG for the preceding Contract Year or (85%) of the total Privilege Fee (consisting of MAG and Percentage Rent) paid for the preceding year. In no event, however, shall the MAG for any year be less than 100% of the MAG for the first Contract Year, except in Section 4.1D below.

D. Concessionaire's Right of Abatement. In any contract year where the total enplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Concessionaire's MAG for such Contract Year shall be reduced proportionately to the decline in enplanements as part of the year-end reconciliation process. Where the Authority reasonably determines during any Contract Year that a MAG reduction is likely, the Authority may waive the Concessionaire's obligations to remit the 1/12th MAG installment payments for any period of time the Authority deems appropriate in its sole discretion, but Concessionaire shall continue to remit the Percentage Privilege Fee each month regardless.

4.2 No Abatement. The Authority and the federal government retain the right to restrict access to areas "airside" of security checkpoints to ticketed passengers, Authority personnel, and airline personnel. The Authority retains the right to restrict access for purposes of construction of Authority-approved improvements. During such actions, Concessionaire shall not be entitled to any adjustment to the Concession Fee.

4.3 Payment Provisions.

A. Concessionaire shall pay rent, fees and charges to the Authority in monthly installments throughout the term of this Agreement. Within fifteen (15) calendar days after the end of each calendar month, Concessionaire shall pay the Authority the fees and charges due for the prior calendar month.

B. Any payment not received by the due date will accrue interest at the rate of 1.5% per month from the due date until paid in full.

C. Concessionaire shall submit a monthly accounting of Gross Receipts. Each monthly accounting shall be in such manner and detail and upon such forms as are acceptable to the Authority. Each monthly report is due on the same date and at the same address as the payment of rent for that month. The Authority reserves the right to make modifications to the reporting form at any time.

D. Concessionaire agrees to furnish the Authority annually with a certified copy of an audit by an independent certified public accountant. The audit must be in a form

acceptable to the auditors of the authority and is due at the office of the CEO no later than 90 days after the end of each contract year.

- E. Should this Agreement be assigned, assumed, terminate, or be terminated at any other time other than at the end of an Agreement Year, Concessionaire shall provide the audited statement as described in Section 4.03(D) for the portion of the Agreement Year in which this Agreement was in effect.
- F. Concessionaire shall pay the Authority \$10 every calendar day for any report specified in this Agreement for which Concessionaire is delinquent. The charge will continue until specific performance is accomplished.

4.4 Accounting Records and Audits

- A. Concessionaire shall maintain all books of account and records customarily used in this type of business operation, in conformity with generally accepted accounting principles, and for such period of time as provided in this section, unless otherwise approved by the Authority. At any time during normal business hours, the Authority or its authorized representative has the right to audit and examine all such books of account and records, including federal and state tax returns relating to Concessionaire's operations and including franchisee and licensee records and audits of all business transactions and records of sale at any business location of Concessionaire within a one-mile radius of Airport property. Concessionaire agrees that records and instruments will be available to the Authority for at least three years after the termination of this Agreement.
- B. The accounts, records, books, and data must show, at a minimum, in a standard acceptable form, the income, taxes, surcharges, and Gross Receipts as separate line items of the business operated at and upon the Airport. These books and records must be open for inspection by authorized representatives of the Authority at all times during normal business hours. Concessionaire shall maintain all original books and records as would be normally examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Concessionaire's Gross Receipts, including a general ledger that will be regularly updated and maintained. This general ledger must contain, at a minimum, detail sufficient to allow Concessionaire and the Authority to properly separate and categorize all accounting transactions related to Concessionaire's Airport location.
- C. In the event that Concessionaire fails to comply with all reasonable audit requests of Authority or its authorized representative within 10 business days, the Authority may impose, at its discretion, a fee of \$500 for each day the requested material is late, in order to offset the costs of the audit including the Authority staff's time.
- D. If Concessionaire opts to keep books and records at locations other than within Polk County, Iowa, Concessionaire shall either arrange for the records to be brought to a location convenient to the Authority's auditors within 30 business days of an audit

request, or, at Authority's option, transport the Authority's audit team to the location of the records within 45 days. When any portion or the entire audit is performed at a location outside Polk County, Concessionaire shall pay all costs incurred by the Authority during that portion of the audit, including transportation, meals, and lodging.

E. In accordance with Section 16.1, failure to comply with these provisions may be grounds for termination of the Agreement.

- 4.5 Payment Address. Concessionaire shall send all payments and reports required under Article 4 of this Agreement to the following address:

Des Moines Airport Authority
5800 Fleur Drive
Suite 207
Des Moines, IA 50321
E:Mail: ar@flydsm.com

ARTICLE 5 OBLIGATIONS OF THE PARTIES

- 5.1 Authority Obligations. During the term of this Agreement, Authority agrees to meet the following obligations and provide the following services:

- A. Authority shall maintain the public areas where advertising under this Agreement exists, in reasonable repair and shall maintain approaches to the such Buildings and the public ways adjacent thereto, subject to interruptions due to inclement weather.
- B. Authority shall, at its sole expense, furnish and maintain to each location shown on Exhibit A's, electric power lines and data service if needed by Concessionaire in the conduct of its business.
- C. Authority shall provide automobile parking space and toilet facilities for employees of Concessionaire in such manner similar to or equal to that provided for employees of similar Terminal Building tenants.
- D. Authority shall provide for Concessionaire the full and free right of reasonable ingress and egress to and from the Leased Premises. Authority shall keep routes of ingress and egress in reasonable repair. Authority has the right to alter or change the routes of ingress and egress upon giving reasonable notice to Concessionaire and upon providing other means of ingress and egress.
- E. Authority shall promptly notify Concessionaire of construction projects and other incidents that could negatively impact any of the Advertising Locations. The Authority shall endeavor to provide such notice at least two (2) weeks prior to any interruption but at a minimum shall provide notice within 24 hours after advertisement is interrupted.

5.2 Concessionaire Obligations. Concessionaire (including its employees, contractors, and invitees) agrees to meet and fulfill the following duties and obligations:

- A. Concessionaire shall conduct its operation in an orderly and proper manner, considering the nature of its operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Leased Premises and to keep the sound level of its operation as low as possible.
- B. Concessionaire shall not commit any nuisance, waste, or injury on the Leased Premises and shall not do or permit to be done anything that may result in the creation, commission or maintenance of any nuisance, waste, or injury on the Leased Premises.
- C. Concessionaire shall not overload any floor, paved areas or walls on the Leased Premises and shall repair any floor or walls, including supporting members, and any paved area damaged by overloading.
- D. Concessionaire shall provide frequency protection for installed ads within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration and Federal Communications Commission.
- E. Concessionaire shall not do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Airport.
- F. Concessionaire shall not do or permit to be done any act or thing upon the Leased Premises which could invalidate or conflict with any fire or other casualty insurance policies (copies of which will be furnished to Concessionaire upon request).
- G. Concessionaire shall park and store merchandise, containers, dollies, or other material or equipment only on the Leased Premises or areas designated for this use by Authority.
- H. Concessionaire shall conduct an active program to promote and rent display advertising spaces that are made available for such purposes under this Agreement. Concessionaire agrees that any display location left unsold for a period of 90 days or more may be reviewed and potentially taken out of inventory by the Authority without any reduction of the Minimum Annual Guarantee. If taken out of inventory, Concessionaire agrees to remove the display and restore the wall to its original condition, per Section 9.2(C).
- I. Concessionaire shall design and install scenic views and public service announcements as fillers in unsold display units. These shall be approved in accordance with Section M found below.

- J. Electrical service installation required to any additional location shall be the responsibility of Concessionaire with prior approval by the Authority.
- K. Concessionaire agrees its employees will conduct themselves in a proper manner at all times and Concessionaire agrees to promptly reassign or discharge any employee whose conduct Authority believes is detrimental to the best interests of Authority.
- L. Concessionaire shall provide all advertising display units and maintain all said display units in neat and clean condition, and where applicable, maintain in good working order all moving parts of such display units. Installed display units shall be of construction and quality at least equal to the level of the display units they are replacing from the previous concessionaire. Prior to installation, Concessionaire shall present plans to Authority for approval of the style and construction of the display units.
- M. Concessionaire shall submit to Authority copies of the proposed advertisements for review prior to installation. The Concessionaire shall not permit or display advertising that is misleading, indecent, sexually explicit, libelous, unlawful, infringing on the rights of a third party, or otherwise prejudicial to the Authority's interest. Political, advocacy, or issue-oriented advertising shall not be permitted or displayed. Concessionaire shall immediately remove from the Airport premises, at its sole cost and expense, upon written demand of the Authority, any display showcase, sign, poster or advertising material that, in the Authority's opinion, violates these standards. The CEO or the Des Moines Airport Authority Board may change these advertising restrictions or adopt a written administrative policy on advertising. The Authority will communicate such changes or policy to Concessionaire. Concessionaire shall be responsible for complying with such changes or administrative policy immediately upon receipt of such.
- N. Concessionaire shall submit to Authority executed copies of contracts or agreements between Concessionaire and advertising customers.
- O. Concessionaire shall ensure that its performance shall meet Authority's satisfaction and is not substandard when measured by:
 - 1. Customer satisfaction surveys
 - 2. Gross revenue performance
 - 3. Other performance criteria as reasonably determined by Authority

ARTICLE 6

OPERATING STANDARDS

- 6.1. Concession Personnel. Concessionaire shall select honest, competent, and courteous personnel, and shall train, supervise, and maintain proper surveillance over all its employees to ensure both their integrity and the maintenance of an honest and high standard of service to the public, which standard will be determined at the sole discretion of the Authority.

All personnel, while on or about the Airport premises, shall be clean, neat in appearance, and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification, in such instances as are appropriate. Personnel, while on or about the Airport premises, shall not use improper language, act in a loud, boisterous, or otherwise improper way, or be permitted to solicit business in an inappropriate manner.

Concessionaire shall cause all employees, while on duty, to wear an Authority-issued identification badge containing the employee's name. All new hires will be badged for sterile area work and must pass the background checks required for the appropriate Authority security badge.

The Concessionaire at a minimum shall provide the following service requirements

- Respond to all Airport inquiries in a timely and professional manner;
- Provide sufficient staff to maintain a first-class Airport Advertising Program;
- Provide a high performing sales team that has the ability to sell national, regional, and local advertising;
- Provide a support team that can produce current financial information and customized data to the Airport in a timely manner;
- Designate a Manager(s) who will be responsible for the overall management of the Airport Advertising Program.
- Ensure there are not, at any time, exposed conduits or wiring and all displays are in a safe and high-quality condition, and in good working order.
- If an asset needs to be repaired, Concessionaire will respond to and return the asset to good working order as quickly as possible.

6.2 Display Types. Advertising display types not allowed in the Terminal Building include, but are not limited to:

- Wall wraps
- Floor displays
- Displays mounted on structural columns
- Window displays
- Any display that protrudes more than six inches from the wall

Exceptions to this Section 6.2, may be made by the CEO.

6.3 Prohibited Acts. Concessionaire, its employees, agents, or representatives, shall not do or permit to be done any of the following:

- A. Interfere with Access. Anything that may (1) interfere with free access and passage in the Leased Premises or the adjacent areas, or in the elevators, escalators, streets or sidewalks of the Airport, (2) hinder police, fire fighting or other emergency personnel in the discharge of their duties, or (3) hinder access to utility, heating, ventilating or air-conditioning systems, or portions thereof, on or adjoining the Leased Premises.

- B. Interfere with Systems. Anything that may interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions thereof on or adjoining the Leased Premises (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with the effectiveness of elevators or escalators in or adjoining the Leased Premises;
- C. Increase Liability. Anything that could invalidate, suspend, or increase the rate of any fire insurance policy required under this Agreement, or carried by the Authority, covering the Leased Premises or the building in which it is located, or which, in the opinion of the CEO, may constitute a hazardous condition that will increase the risks normally attendant upon the operations covered under this Agreement.
- 6.4 Removal of Garbage and Refuse. Concessionaire shall strictly comply with the Rules and Regulations regarding the disposition of garbage and shall regularly remove from the Leased Premises all rubbish, refuse, and garbage and take it to the Airport's designated disposal area. Concessionaire shall not allow the accumulation of trash, boxes, carton, barrels, or other refuse in the Leased Premises or in the public areas of the Airport. Concessionaire shall not remove garbage and refuse by carrying it through public or common areas, including the concourses and sidewalks.
- 6.5 Transition. During any future transition of the advertising concession to another concessionaire, the incumbent Concessionaire warrants, represents, covenants, and agrees that Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the CEO or other authorized representative of the Airport Authority.
- 6.6 Rates. Concessionaire shall have the right to establish advertising rates for inventory being marketed and provide the Airport with the schedule of said rates. The parties agree that based upon market demand and other factors the rates may change from time to time, provided that in the event the rates are changed, the Airport will be provided with an updated schedule of rates. When additional locations are added, Concessionaire shall provide the CEO or other authorized representative of the Airport Authority, as applicable, with the rates for all added locations with its proposal for additional locations. Such rates shall be comparable to rates charged in similar locations currently in place at the Airport. All such established rates will be fair, reasonable and nondiscriminatory to all categories of users.

ARTICLE 7

CONCESSIONAIRE'S RIGHTS, PRIVILEGES, USES, AND RESTRICTIONS

- 7.1 Common Usage. Concessionaire has the right of use, in common with others authorized to do so, of the common areas in the Terminal Building.
- 7.2 Concessionaire's Right to Sell. Concessionaire has the right to sell to the public those advertising locations, within the layout and décor, shown in Exhibit C attached. Concessionaire shall have the right to sell to the public those advertising display types

submitted in its proposal dated January 27, 2026, and such other display types as may be approved herein.

- 7.3 General Obligation to Operate. Within the Leased Premises, Concessionaire shall provide advertising space for local, regional, and national clients every day of the term without exception. Concessionaire shall take all measures to develop, maintain, and increase the business conducted by it under this Agreement. Concessionaire shall actively operate so as to best serve both Authority and public needs.
- 7.4 Quiet Enjoyment. Concessionaire, upon payment of fees and charges as described in Article 4, and upon observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully and quietly hold, use and enjoy the Leased Premises during the term of this Agreement.
- 7.5 Dispute on Services or Products. In the event of a dispute between Concessionaire and the Authority or any other Airport tenant as to the services to be offered or products to be sold, Concessionaire shall meet and confer with the CEO and shall be bound by the CEO's decision.
- 7.6 No Other Uses. Concessionaire shall not use nor permit the Leased Premises to be used for any purpose other than as set forth in this Agreement except with the prior written consent of the CEO.
- 7.7 Interference. Concessionaire shall not exercise the rights granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.
- 7.8 Parking Facilities. Concessionaire's employees shall have the right to utilize parking facilities in common with other tenant employees. Such facilities shall be located in an area designated by the Authority. The Authority reserves the right to assess reasonable charges to Concessionaire's employees for such employee parking facilities at a rate not more than that being charged to other tenant employees for use of the same facilities.
- 7.9 Exclusivity. The concession rights herein granted to the Concessionaire shall be exclusive within the Leased Premises, but non-exclusive at the Airport.

ARTICLE 8 IMPROVEMENTS

- 8.1 Improvement Proposal. Concessionaire shall redesign the existing advertising display locations as outlined in its proposal dated January 27, 2026 which is attached as Exhibit C. In accordance with the proposal and contract documents, the Authority shall have and possess final right of approval of all plans, specifications, concepts, and buildout within the Leased Premises.

- 8.2 Condition of Premises. The Authority shall deliver the Leased Premises to the Concessionaire as-is, except for furniture, furnishings, equipment, removable fixtures, and supplies owned by the incumbent Concessionaire. The improvements owned by the Authority include interior walls, ceilings, floor covering, carpeting, finished flooring, electrical wiring, air-conditioning ducts and equipment. The improvements owned by the Authority may also include specific concession furniture, equipment, interior decoration, furnishings, or connections for electrical power or telephone/data which cannot be removed without structural damage to the premises.
- 8.3 Improvements Required of Concessionaire. Concessionaire shall provide all improvements which are necessary to operate said concession to the satisfaction of the Authority, including all improvements included in its proposal as accepted by the Authority.
- 8.4 No Liens. All construction work done, equipment supplied and installed, and interior design and decor furnished by Concessionaire pursuant to this Agreement shall be at its sole cost and expense, free and clear of liens for labor and material and Concessionaire shall hold the Authority harmless from any liability in respect thereto. Concessionaire shall ensure that no liens are placed on the improvements, premises, or Authority property.
- 8.5 Adherence to Plans and Specifications. Upon Authority approval of the detailed plans, specifications, equipment, cost estimates, and the interior design and decor of the concession improvements, Concessionaire shall cause said work to be commenced and completed with reasonable dispatch. No substantial change, addition, or alteration shall be made in the scope of the work so approved without first obtaining the Authority's written permission. No structural changes, décor, or improvements other than as contemplated herein shall be made in or upon the concession areas without the written consent of the Authority being first had and obtained, and any conditions relating thereto then stated by the Authority shall become conditions hereof as if they had been originally stated herein.
- 8.6 Future Work. After completion of the structural or other improvements and installation of equipment and interior design and decor, as above provided, Concessionaire shall not make any structural alterations to the ceilings, walls or floors of any permanent improvements which it constructs or installs in the concession areas without first obtaining the Authority's written consent; provided, however, that Concessionaire may make nonstructural alterations which the exigencies of the operation of its concession demand in order to promote efficiency in the operation thereof.
- 8.7 Building Codes. All structural or other improvements, equipment, and interior design and decor constructed or installed by Concessionaire in the concession areas, including the plans and specifications, therefore, shall in all respects conform to and comply with the applicable statutes, ordinances, building codes, rules and regulations of the Authority and such other authorities as may have jurisdiction over the concession areas or Concessionaire's operations therein. The approval by the

Authority provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with Concessionaire. Concessionaire shall be responsible for the scheduling and completion of all required inspections for the project.

- 8.8 Other Permits. Concessionaire, at its sole cost and expense, shall also procure all building, fire, safety, and other permits necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor.
- 8.9 Contractor's Insurance. Concessionaire shall ensure that the contractor hired to construct the improvements secures the insurance required by the Authority prior to the commencement of construction. Concessionaire shall further ensure that its contractor maintains the required insurance throughout construction.
- 8.10 Regulatory Requirements. Concessionaire shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, submit to the Authority evidence of required insurance coverage and comply with all applicable provisions of the Code of the State of Iowa.
- 8.11 Cut Sheets. Within 30 days of completion of the concession improvements, Concessionaire shall furnish the Authority, at no charge and in AutoCAD format (or other format satisfactory to the Authority) the cut sheets and all other detailed specifications for all displays and equipment installed as part of Concessionaire's advertising program.
- 8.12 Ownership of Improvements. At the completion of the term of the agreement, the Authority shall take ownership of all non-inventory and fixed improvements associated with the development and buildout of the referenced concession delivery area. Concessionaire shall have the rights to the ownership of all other improvements, installed as part of this Agreement, subject to the conditions provided below:
- A. Installation Costs. All of the foregoing improvements, decor and equipment shall be furnished, supplied, installed and constructed by Concessionaire at its sole cost and expense.
- B. Ownership During Term. Ownership of improvements paid for by Concessionaire shall remain with the Concessionaire over the full term of this agreement (subject to early termination) with any/all federal investment tax credits applicable to concession improvements accruing to Concessionaire.

ARTICLE 9
MAINTENANCE, REPAIR, ALTERATIONS, AND MODIFICATIONS

- 9.1 Authority Maintenance and Repair Obligations. Authority shall maintain the exterior walls, roof, and foundation and all of the public areas of the Terminal Building and areas advertising under this Agreement is located.
- 9.2 Concessionaire Maintenance and Repair Obligations.
- A. Concessionaire agrees that it has inspected the Leased Premises, which are leased in "AS IS" condition without representation or warranty by Authority.
 - B. Concessionaire, at its sole cost and expense, shall keep the Leased Premises clean, neat, and in good condition and make all repairs required in and about the Leased Premises other than maintenance of the items maintained by Authority as provided under Section 9.1.
 - C. Concessionaire shall repair any and all damage to the Leased Premises, improvements, and displays caused by Concessionaire, its employees, agents, independent contractors, patrons, servants, or invitees. Such repairs include the damage caused by changing display types in a given advertising location. Repairs must be of a quality and class equal to or better than the original work to preserve the same in good order and condition.
 - D. Concessionaire shall provide its own janitorial service for the Leased Premises and shall remove from the Leased Premises or otherwise dispose of in a manner approved by CEO all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations. Any debris or waste that is temporarily stored in the open must be kept in suitable garbage and waste receptacles designed to safely and properly contain whatever material may be placed there.
 - E. Authority reserves the right to enter and inspect the Leased Premises at any time in the execution of its governmental and proprietary functions. If, as a result of such inspection, Authority determines that the Leased Premises are not kept clean or in good condition, and Concessionaire is so advised by Authority, then, after reasonable written notice, Authority may cause it to be cleaned or repaired, and the cost plus administrative fees per the Rates and Charges, costs are to be paid by Concessionaire to the Authority on demand.
- 9.3 Authority May Repair. In the event Concessionaire fails to accomplish such nonstructural repairs, replacements, rebuilding, redecorating or painting required hereunder within a period of ten (10) days after written notice from the Authority so to do, or fails to diligently repair, replace, rebuild, redecorate, or paint all the premises required to be repaired, replaced, rebuilt, redecorated, or painted by Concessionaire pursuant to said schedule, the Authority may, at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate, or paint any such premises included in said notice, the cost thereof, plus

an administrative fee per Rates and Charges for administrative overhead, to be paid by Concessionaire to the Authority on demand.

- 9.4 Right to Enter Leased Premises. The Authority shall have the right to enter upon the Leased Premises at all reasonable times to make such repairs, alterations, and replacements as may, in the opinion of the CEO, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the Leased Premises new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the Leased Premises by Concessionaire and provided rather, that nothing herein shall be so construed as relieving Concessionaire of any obligation imposed upon it herein to maintain the Leased Premises and the improvement and utility facilities therein. The Authority shall have the right to enter the Leased Premises at any time to maintain or repair emergency systems when loss of life or damage to property may result.

ARTICLE 10 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- 10.1 Policy. It is the policy of the Authority to promote the objectives of the United States Department of Transportation with respect to the participation of DBEs in DOT assisted contracts and airport concessions. This policy has been formulated to comply with 49 CFR Parts 23 and 26. The requirements of 49 CFR part 23 apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation.
- 10.2 DBE Goal. In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Des Moines Airport Authority adopted an Airport Concession Disadvantaged Business Enterprise (ACDBE) Plan in November 2014, under which qualified firms may have the opportunity to operate an airport business. An ACDBE goal has not been set for this Agreement, however Concessionaire is encouraged to seek ACDBE participants for opportunities available in conjunction with the performance of this Agreement (i.e., the purchase of goods and services).
- 10.3 Assurance. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire 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 Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT assisted contracts. Failure by Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

10.4 Inclusion of DBE Discrimination Provision in Sub-Agreements. Concessionaire agrees to include the statements in Section 10.3 in any subsequent agreements that it enters into and cause those businesses to similarly include the statements in further agreements.

10.5 Compliance with DBE Requirements. In the event that a national ACDBE goal, applicable to this Agreement, is set by the Federal Aviation Administration or the United States Department of Transportation during the term of the Agreement, Concessionaire shall make good faith efforts as defined by the applicable regulation, to meet the goal. Such efforts shall be documented and submitted to the Authority as required by the FAA or DOT regulations. Concessionaire shall submit, in the format prescribed by the Authority, a quarterly report of ACDBE participation, including the ACDBE participant's name, address, contact information, type and dollar amount of participation and percentage of participation. Concessionaire shall assist the Authority in identifying participants in the business opportunities covered by this Agreement who may be eligible for certification as an ACDBE.

Non-compliance with this requirement may result in termination of this Agreement in accordance with Article 16.

10.6 Maximum Opportunity to Participate.

- A. It is the requirement of the Federal Department of Transportation ("DOT") that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of concession agreements at the Airport. Consequently, the DBE requirements of 49 CFR Part 23 are hereby included in this Agreement. Concessionaire agrees to comply with the requirements of any such regulations as applicable to this Agreement. Furthermore, Concessionaire agrees to submit information at the request of the Airport concerning the DBE(s) that may participate in this Agreement. This information will include the name and address of each DBE, a description of the work to be performed by each named DBE and the dollar value of the DBE's contracted participation. The Concessionaire will also provide information as requested by the Airport describing the purchase or lease of goods or services from DBE(s) including, but not limited to, the purchase or lease of automobiles, fuel, tires, maintenance and janitorial services and other services.
- B. In the event of breach of any of Concessionaire's duties contained in this Article 10, the Airport shall have the right to terminate this Agreement and to re-enter and repossess the facilities and hold the same as if this Agreement had never been made or issued, provided, however, that the Concessionaire shall have the right to contest an alleged breach under applicable procedures, and any sanctions under or termination of this Agreement shall be withheld pending completion of such procedures; and provided, however, that the Concessionaire will pursue these applicable procedures with diligence and dispatch.

ARTICLE 11

ENVIRONMENTAL REGULATIONS

- 11.1 Environmental Representations. Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by these regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Concessionaire. Concessionaire hereby expressly warrants, guarantees, and represents to Authority that Concessionaire will comply with all applicable federal, state, regional and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance.
- 11.2 Violations. Concessionaire shall provide written notice of any agency's notice of environmental violation, or similar enforcement action or notice of noncompliance, to Authority within 24 hours of receipt by Concessionaire or Concessionaire's agent. Violation of any part of the provisions of this Article or disposition by Concessionaire of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this section will be deemed to be a default under this Agreement and, unless cured within 10 days of receipt of notice from Authority, be grounds for termination of this Agreement, and will also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement.
- 11.3 Fines Resulting from Violations. Concessionaire is responsible for payment of any and all fines imposed as a result of its acts of non-compliance with federal, state, or local regulations, statutes, ordinances, or laws in effect now or in the future concerning the protection of the environment.
- 11.4 Chemicals. Concessionaire will observe OSHA 1910.1200, Chapter 89B of the Iowa Code, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, which require employers to maintain Material Data Sheets (MDS) for all chemical-containing products to which its employees are exposed. If there is a question concerning whether a MDS is needed for a particular product, contact the Authority's Contracts Manager at (515) 256-5100. Chemical-containing products include certain office supplies such as "white out", toner, etc.

ARTICLE 12

INSURANCE AND INDEMNIFICATION

- 12.1 General. Concessionaire shall purchase and maintain insurance to protect Concessionaire and Authority throughout the duration of this Agreement. Said insurance companies, "admitted" and "non-admitted" to do business in the State of Iowa shall provide insurance, that have no less than an A.M. Best rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and

with companies satisfactory to Authority. Certificates of Insurance confirming adequate insurance coverage shall be submitted to Authority prior to agreement execution or commencement of work or services. Concessionaire shall submit copies of all insurance policies to the Authority upon receipt of written request and at no cost to the Authority.

12.2 Insurance Requirements.

- A. Worker's Compensation Insurance. Concessionaire shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease. With regard to activities conducted within the Leased Premises, Concessionaire shall provide Authority a Waiver of Subrogation favoring the Des Moines Airport Authority.
- B. Commercial General Liability Insurance. Concessionaire shall procure and maintain during the term of this Agreement, Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (1) Contractual Liability; (2) Premises and Operations; (3) Products and Completed Operations; (4) Independent Contractors Coverage; (5) Personal and Advertising Injury; and (6) Explosion, Collapse and Underground (XCU), where applicable. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001) with standard exclusions or an equivalent acceptable to Authority. Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and written approval of the Authority. The policy shall be endorsed to provide an Aggregate per Location Endorsement. This coverage shall be primary to that of the Authority and not contributing with any other insurance or similar protection available to the Authority, whether other available coverage is primary, contributing, or excess and shall cover the liability of Tenant anywhere on the Airport.
- C. Umbrella/Excess Insurance. The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(-ies).
- D. Property Insurance. Concessionaire shall procure and maintain during the life of the Agreement, Property Insurance in a form at least as broad as the standard Insurance Services Office special cause of loss form, covering all structural or other improvements installed by Concessionaire on the Leased Premises, and all fixtures, furnishings, equipment, and decoration kept, furnished or installed by Concessionaire. The insurance policy shall provide coverage on a replacement cost basis.

- E. Subcontractors. Concessionaire shall require that any of its agents and subcontractors who perform work or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of Concessionaire.
- F. Additional Insured and Governmental Immunity. Except for Workers Compensation, the insurance policies providing the coverage specified in Paragraphs B, C, and D above shall include Authority's Additional Insured and Governmental Immunities Endorsements attached as part of Exhibit B. Authority shall have no liability for any premiums charged for such coverage, and the inclusion of Authority as an Additional Insured is not intended to, and shall not make, Authority, a partner or joint venturer with Concessionaire in its operations at the Airport.
- G. Cancellation or Material Change Notice. The insurance policies providing the coverages specified in Paragraphs A through E above shall include Authority's Cancellation Notice Endorsement. A copy of the required endorsement is attached as part of Exhibit B.
- H. Proof of Insurance. Concessionaire shall provide to Authority a Certificate or Certificates of Insurance evidencing all required insurance coverage as provided in Paragraphs (a) through (e) and (g) and (h) above, utilizing the latest version of the ACORD form or other such form that is acceptable to Authority. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items" the title of the Lease and that "Additional Insured", "Government Immunities" and "Cancellation/Material Change endorsements have been included per attached." The Authority's endorsement language shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required. Concessionaire may not operate under the terms of the Lease until all required certificates and endorsements have been submitted and approved by Authority. All certificates and endorsements shall be submitted to: CEO Des Moines International Airport, 5800 Fleur Drive, Suite 207, Des Moines, Iowa, 50321, at least 14 days prior to the effective date of the Lease.

12.3 Indemnification (Hold Harmless) Provision.

- A. With regard to activities conducted on or within the Leased Premises, Concessionaire agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless the Authority, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Authority from and against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from Authority, its elected and appointed officials, employees, volunteers or others working on behalf of Authority, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with this Agreement or Concessionaire's operations on or use of the Leased Premises. It is the intention of the parties that the Authority, its elected and appointed officials, agents, employees, volunteers or other working on behalf of the Authority shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to

Concessionaire, its officers, employees, subcontractors, others working on behalf of Concessionaire, and those it brings onto the Airport, due to accidents, mishaps, misconduct, negligence or injuries either in person or property on the Leased Premises except for and to the extent caused by the sole negligence or willful misconduct of the Authority.

- B. Concessionaire expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the use of Leased Premises resulting from the activities of Concessionaire, its officers, employees, subcontractors, others working on behalf of Concessionaire, and those it brings on to the Leased Premises.
- C. Concessionaire represents that adequately trained personnel will supervise its activities pursuant to this Lease, and Concessionaire will observe, and cause its officers, employees, subcontractors, and those it brings on to the Lease Premises to observe all safety rules for the facility and activity. Concessionaire acknowledges that Authority has no duty to and will not provide supervision of such activity.

- 12.4 Waiver of Subrogation Provision. To the extent permitted by law, Concessionaire hereby releases Authority, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of Authority, from and against any and all liability or responsibility to Concessionaire or anyone claiming through or under Concessionaire by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty or loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of Concessionaire's occupancy or use of the Leased Premises, and Concessionaire's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Concessionaire to recover thereunder.

ARTICLE 13

DAMAGE OR DESTRUCTION OF PREMISES

- 13.1 Decision to Terminate or Rebuild. If during the term of this Agreement the Leased Premises or a portion thereof is rendered untenable by fire or other casualty ("Casualty"), Authority shall have the option of terminating this Agreement or rebuilding the Leased Premises. Written notice of the election by Authority shall be given to Concessionaire within 60 days after the occurrence of a Casualty. In the event Authority elects to rebuild the Leased Premises, the Agreement will not terminate, and Authority will restore the Leased Premises to its former condition within a reasonable time. Nothing in this Article shall impose upon Authority the obligation to rebuild the improvements or alterations made by Concessionaire to the Leased Premises. Concessionaire is responsible for rebuilding its improvements and alterations within a reasonable time after damage by fire or other casualty unless Authority has terminated the Agreement. If Authority elects to terminate, then this Agreement shall be of no further force and effect and Authority shall be entitled to sole possession of the Leased Premises.

- 13.2 Destruction due to Negligence. Notwithstanding the foregoing, if the said premises, or a substantial portion thereof, are completely destroyed as a result of the negligence or omission to act of Concessionaire, its subcontractors, agents or employees, said fees and charges shall not abate and the Authority may, in its discretion, require Concessionaire to repair and reconstruct said premises within twelve (12) months of such destruction and may pay the cost therefore, or the Authority may repair and reconstruct the same within twelve (12) months of such destruction and Concessionaire shall be responsible for reimbursing the Authority for the cost and expenses incurred in such repair.
- 13.3 Lease Payments after Casualty Not Caused by Concessionaire. If the Casualty is not caused by Concessionaire, lease payments shall abate during the period that the Leased Premises are rendered untenable. In the event that partial use of the Leased Premises is available to Concessionaire after a Casualty, lease payments allocable to the particular portion of the Leased Premises rendered untenable will be abated until the completion of the repairs or to the termination of the Agreement by Authority as set forth in Section 13.1 above. If Authority elects to terminate the Agreement without rebuilding, all lease payments and fees payable under this Agreement will be adjusted and paid to the date of the Casualty.
- 13.4 Temporary Space. If Authority elects to rebuild the Leased Premises, Authority will make efforts to provide Concessionaire with temporary substitute space, if available, at such lease rates as deemed necessary and reasonable by Authority, until such time as the repairs are completed.
- 13.5 Casualty Interference with Concessionaire's Use. If the loss of use of the Leased Premises resulting from a Casualty not caused by Concessionaire materially interferes with Concessionaire's use of the Leased Premises, Concessionaire has the option to terminate the entire Agreement by giving written notice to Authority within 30 days of the Casualty.

ARTICLE 14

SAFETY/SECURITY

- 14.1 Concessionaire's Responsibility for its Equipment. Concessionaire is fully responsible for the security and protection of all contents, inventory, equipment, and facilities within its Leased Premises and for reasonable efforts to prevent unauthorized access to its facilities and their contents.
- 14.2 Airport Safety and Security. Concessionaire acknowledges Authority's responsibility to maintain the integrity of the airfield security perimeter and agrees to comply with all Airport Rules and Regulations, security procedures, and Federal Aviation Administration and Transportation Security Administration programs pertaining to security and safety of the airfield operations area.

ARTICLE 15

ASSIGNMENT OR SUBLEASE

- 15.1 Authority Consent. Concessionaire shall not, at any time, assign this Agreement or any part hereof, without the prior written consent of Authority. Failure to obtain approval will be cause for immediate termination of this Agreement.
- 15.2 Transfer of Stock. A transfer of 10% or more of Concessionaire's corporate stock, or a transfer of 10% of the control of Concessionaire to another individual or entity, is considered an assignment of this Agreement and Authority's prior written approval of such transfer is required. This provision will not apply when Concessionaire's corporate stock is traded on the New York Stock Exchange or the NASDAQ Exchange.
- 15.3 Change in Corporate Name. Concessionaire shall notify Authority in advance of any change in corporate name or adoption of any trade name.
- 15.4 Subcontracting. Concessionaire shall not subcontract for the provision of any management or operation services under this Agreement without the prior written consent of Authority.

ARTICLE 16

DEFAULT AND TERMINATION

- 16.1 Default. If Concessionaire: (1) fails to pay rent or any other monetary obligation when due; (2) fails to commence immediately to keep and perform any of its other covenants or obligations; (3) fails to continue with diligence to complete any of its covenants or obligations after performance is commenced or after the filing of any petition, proceeding, or action by, for, or against Concessionaire under any insolvency, bankruptcy, or reorganization act of law; (4) voluntarily discontinues its Scheduled Service at the Airport for a period of 30 days unless otherwise agreed to in writing by Authority and Concessionaire; or (5) fails to provide the security described in Article 14 of this Agreement as and when required, then Concessionaire will be in default, and Authority, in its sole discretion, may avail itself of any one or more of the following remedies:
- A. Without terminating this Agreement, Authority may take possession of the applicable space and improvements by any lawful means, and make such repairs, renovations and alterations as may be necessary in Authority's sole discretion, and, without having any obligation to do so, re-let the space and improvements, or any portion thereof, for any period (which may extend beyond the initial Term or any renewal Term), at such rental, and upon such terms and conditions as Authority, in its sole discretion, deems advisable. Concessionaire shall be responsible for all damages incurred by Authority by reason of Concessionaire's default, including, but not limited to:
1. the cost of recovering possession of the space and improvement(s);

2. all expenses of re-letting the space and improvement(s), including, but not limited to, any repairs, renovations and alterations to the space and improvement(s);
 3. the costs of protecting the space and improvement(s) and all personal property located in them;
 4. the unamortized portion of any Concessionaire Improvement(s) provided by Authority;
 5. any rent abated during the term of this Agreement;
 6. unpaid rent, fees and charges required to be paid under this Agreement;
 7. any and all other amounts necessary to compensate Authority for any detriment caused by Concessionaire's failure to perform its obligations under this Agreement, including the costs incurred by Authority in taking an inventory and removing and disposing of any property left in, upon or about the leased space; and
 8. attorney's fees and taxable and non-taxable costs and expenses incurred by Authority in connection with Concessionaire's default and Authority's exercise of its rights and remedies under this Agreement, whether at law or in equity.
- B. Upon re-letting, all rent received by Authority will be applied first, to the payment of all costs and expenses associated with re-letting the space and improvement(s); second, to the payment of any indebtedness or other sums due and owing from Concessionaire to Authority as a result of Concessionaire's default; third, to the payment of rent, fees and charges then due and owing under the terms of this Agreement; and the residue, if any, will be held by Authority and applied in payment of future rents, fees and charges as the same accrue under this Agreement. If any rent received from re-letting during any month is less than that which Concessionaire is obligated to pay under this Agreement, Concessionaire shall immediately pay any deficiency to Authority. No re-entry and re-taking of the leased space or any improvement(s) by Authority is to be construed as an election on its part to terminate this Agreement unless Authority gives written notice of that election to Concessionaire.
- C. At any time before or after a re-entry or any re-letting, Authority may terminate this Agreement, without any restriction upon Authority's recovery for past due rentals and other obligations of Concessionaire.
- D. In addition to the rights and remedies provided for herein, Authority may pursue any other rights or remedies, legal or equitable, available to Authority under the law.
- E. Upon taking possession of the Leased Premises, Authority owes no duty of care with respect to Concessionaire's personal property left on the Leased Premises. Authority has the unrestricted right, without incurring any liability to Concessionaire, to remove

Concessionaire's personal property and to dispose of it as Authority sees fit, including storing, selling, using and discarding it, and Concessionaire has no right to challenge the choice of disposition.

- 16.2 Events Permitting Termination by Concessionaire. Concessionaire may terminate this Agreement after giving Authority 30 days advance written notice, but only if Concessionaire is not in default in its payments or other obligations to Authority and either (a) Concessionaire is prohibited by lawful authority from using the Airport for a period exceeding 60 days because of (1) any deficiency of the Airport; or (2) an unsafe operating condition existing at the Airport or in the surrounding airspace; or (b) Authority continues in material breach of any of the material covenants or agreements contained in this Agreement for a period exceeding 60 days after receipt of written notice of breach from Concessionaire, and Authority is not with reasonable diligence attempting to cure the breach.
- 16.3 Events Permitting Termination by Authority. Authority has the right to terminate this Agreement and all of its obligations hereunder and may exercise all rights of entry and re-entry upon the Leased Premises if any of the events constituting a default in Section 16.1 above has occurred and continues after the expiration of any specified cure period.
- 16.4 Surrender of Possession. Authority is not required to give notice to quit possession at the termination of this Agreement and upon the termination, by expiration or otherwise, or upon re-letting of the premises, Concessionaire will peaceably surrender possession of the Leased Premises in good condition, required maintenance that is the responsibility of the Authority excepted.

ARTICLE 17 FAA PROVISIONS

17.1 General Civil Rights Provisions

The Operator 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. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

This provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that require by Title VI of the Civil Rights Act of 1964.

17.2 Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Operator") agrees as follows:

1. Compliance with Regulations: The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: The Operator, with regard to the work performed by it during the Agreement, 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 Operator 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 Operator 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 Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Operator 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the sponsor 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 the Operator's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose 28 such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Operator under the Agreement until the Operator complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. Incorporation of Provisions: The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

17.3 Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Des Moines Airport Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The Operator for itself, its heirs, 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:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement 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 Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of 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.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Des Moines Airport Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Des Moines Airport Authority will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Des Moines Airport Authority and its assigns.

17.4 Non-Discrimination.

- A. The Operator for itself, its heirs, 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

1. 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. 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,
 3. that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the Des Moines Airport Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Des Moines Airport Authority and its assigns.

17.5 List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, Operator, 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); 30
- 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);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 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 Concessionaires, 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 nondiscrimination 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.

- 17.6 Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), 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 Operator has full responsibility to monitor compliance to the referenced statute or regulation. The Operator must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 17.7 Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Operator 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). Operator 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.
- 17.8 Subordination to Agreements. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the Authority and the United States of America or the state of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or to the expenditure of federal or state of Iowa funds for the improvement or development of the Airport, including the expenditure of federal funds

for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

- 17.9 Inclusion of Discrimination Provisions in Operator Agreements. Operator agrees to include the above sections 18.1 through 18.6 in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.
- 17.10 Exclusive Rights. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, and as said act may be amended from time to time.
- 17.11 Right of Development. The Authority reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance.
- 17.12 Right to Maintain. The Authority reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.
- 17.13 Right of Flight. There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Food and Beverage Facilities. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

ARTICLE 18

GENERAL PROVISIONS

- 18.1 Rules, Regulations, and Policies. Concessionaire shall observe and obey all rules, regulations, and policies that the Authority may adopt, from time to time, with respect to the use of the Airport. Concessionaire shall not violate and shall not knowingly permit its agents, contractors, invitees, or employees acting on Concessionaire's behalf to violate any such rules, regulations, or policies.
- 18.2 Compliance with Law. Concessionaire shall comply, at all times, at its own cost and expense, with all applicable ordinances and laws of city, county, and state government and of the United States Government, and of any political division, subdivision, agency, authority or commission that has jurisdiction to pass laws or ordinances with respect to the Leased Premises or to the uses permitted in this Agreement. Concessionaire shall not allow any illegal activity to be conducted or operated on any Airport area. Concessionaire shall comply with the provisions of the Iowa Smokefree Air Act, Iowa Code chapter 142D, and the administrative rules promulgated to implement the Act.

- 18.3 Reservation of Rights. Any and all rights and privileges not expressly granted to Concessionaire by this Agreement are hereby reserved for and to Authority.
- 18.4 Successors and Assigns Bound by Covenant. All the terms, covenants, and agreements herein contained will be binding upon and shall inure to the benefit of successors, permitted assigns, and legal representatives of the respective parties hereto.
- 18.5 Governing Law, Forum and Disputes. This Agreement and all claims or disputes arising out of or relating to this Agreement, or its subject matter are governed by the laws of the State of Iowa, without regard to its conflict of laws provisions, and any action, claim or proceeding arising out of or relating to this Agreement must be brought only in the Iowa District Court for Polk County, Iowa or the United States District Court for the Southern District of Iowa, Central Division. Each party hereby waives any objection, including any objection based upon improper venue or *forum non conveniens*, that it may have, now or in the future, to the bringing of any action, claim or proceeding in the Iowa District Court for Polk County, Iowa or the United States District Court for the Southern District of Iowa, Central Division.
- 18.6 Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party will be construed as, or operate as, a waiver of the terms, covenants, or conditions unless expressly agreed to by the party in writing, and any such waiver shall not operate as a waiver of any other terms, covenants, and conditions herein contained or any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.
- 18.7 Severability. If one or more clauses, sections, or provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, then such clauses, sections, and provisions shall be construed in a manner to best effectuate the intent of the parties and be lawful, valid, and enforceable, and the remainder of this Agreement and the application of its remaining provisions will not be affected thereby.
- 18.8 Force Majeure. Neither Concessionaire nor Authority will be liable for delays in performance caused by acts of God or government regulatory authority, war, riot, sabotage, storm, flood, inclement weather, strike or work stoppage, or other cause beyond the control of Concessionaire or Authority. However, unless excused in accordance with Article 13, this provision does not excuse Concessionaire from paying all items as specified in Article 4 and those fees set forth in the Authority rules and regulations, nor does it excuse compliance with Section 18.13, Taxes and Assessments.
- 18.9 Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties, and all prior representations, promises or statements, verbal or written, are merged in this Agreement. This Agreement supersedes and cancels any and all previous agreements and understandings on its subject matter between Concessionaire and Authority.

- 18.10 Amendments. Any and all changes or amendments to this Agreement must be in writing and duly executed by all parties.
- 18.11 Licenses and Permits. Concessionaire shall obtain and/or maintain all applicable licenses and permits required by federal, state, or local law.
- 18.12 Taxes and Assessments. Concessionaire shall be fully responsible for payment of any and all taxes, assessments, and charges levied against any taxable interest of Concessionaire acquired in this Agreement from and after the date of this Agreement. Concessionaire shall also be responsible for payment of any and all personal property taxes levied against any personal property placed upon the Leased Premises by Concessionaire. Concessionaire shall pay all such taxes, assessments, and charges as the same become due and payable. Upon request, Concessionaire shall deliver to Authority duplicate receipted tax statements showing such taxes, assessments and charges as having been paid prior to delinquency. Taxes for the fiscal year in which this Agreement is terminated shall be paid upon such termination in a prorated amount equal to one-twelfth of the taxes due and payable for the preceding fiscal year multiplied by the number of months in the fiscal year of such termination which elapsed prior to and including the month of such termination.
- 18.13 Compliance with Federal Aviation and Transportation Security Regulations.
- A. Concessionaire agrees to comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520 1540 and 1542, Authority's policies, regulations and ordinances, Authority's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations, and rules as such currently exist and are amended from time to time. Concessionaire further agrees that any fines levied upon Authority, its officers, employees, agents, and members of Authority's boards and commissions and employees, agents or officers of Authority's boards and commissions pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by Concessionaire, Concessionaire's agents, servants, officers, employees, independent contractors, or patrons shall be borne by Concessionaire. Concessionaire further agrees to indemnify and hold harmless Authority, its officers, employees, agents, and members of Authority's boards and commissions, and employees, agents, or officers of Authority's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by Authority) which Authority or any of its officers, employees, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by Concessionaire. Concessionaire further agrees to indemnify and hold harmless Authority, its officers, employees, agents, and members of Authority's boards and commissions, and employees, agents, or officers of Authority's boards and commissions from any and all claims, demands and or lawsuits arising out of Concessionaire's or Concessionaire's employees' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation, or rule.

- B. Concessionaire agrees to control all persons and vehicles entering any Airport restricted area (including aircraft movement area) through its leased space in accordance with the Des Moines International Airport Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.
- 18.14 Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which Concessionaire has put the Leased Premises.
- 18.15 War or National Emergency. During the time of war or national emergency, Authority shall have the right to lease the landing area of the Airport or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.
- 18.16 Subordination to Bond Ordinance.
- A. This Agreement is made subject and subordinate to any Airport Bond Resolution enacted by Authority, whether enacted prior to or as of the time of execution of this Agreement or thereafter.
 - B. In the event of conflicts between this Agreement and the Bond Resolution, the Bond Resolution shall govern.
 - C. It is mutually understood and agreed that, so long as any bonds secured by a Bond Resolution are outstanding, the deposit and application of Airport revenues shall be governed by the Bond Resolution.
- 18.17 Americans with Disabilities Act. Concessionaire shall comply with the Americans with Disabilities Act and the Rehabilitation Act, and any administrative rules promulgated to implement the Acts, with regard to Concessionaire's operations in the Leased Premises.
- 18.18 Agreement Construction. Words and phrases used in this Agreement are to be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule to the effect that ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Agreement or any amendments or exhibits.

18.19 Representations of Parties. Authority and Concessionaire represent that each has the full power and proper authority to make and execute this Agreement, to exercise its rights, powers and privileges as described herein, and to perform the agreements and covenants set forth herein. Concessionaire further warrants that it has the authority to enter into and be bound by the terms of this Agreement and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits such authority.

18.20 No Third-Party Beneficiaries. This Agreement is for the benefit of Concessionaire and the Authority only. This Agreement shall not create any rights in any person not a party to this Agreement.

18.21 Notices.

A. Notices required herein must be given by registered or certified mail, return receipt requested, by depositing the same in the United States mail in the United States, postage prepaid, or by certified overnight delivery via a commercial carrier. Either party has the right, by giving written notice to the other in accordance with this Section 18.22, to change the address at which its notices are to be received. Until any change is made, notices are to be delivered as follows:

Authority:

Chief Executive Officer
Des Moines Airport Authority
5800 Fleur Drive, Room 207
Des Moines, Iowa 50321-2854
Telephone: (515) 256-5100

Concessionaire:

Name
Address
City, State, Zip
Telephone

B. Any notice given by registered or certified mail, return receipt requested, or by overnight delivery will be effective upon receipt by the addressee as shown on the mail or delivery receipt. If notice is given in any other manner or at any other place, it must also be given at the place and in the manner specified above.

18.22 Waiver of Visual Artists Rights. Concessionaire shall not install any object in or on the Leased Premises or commence construction of any improvement that constitutes a work of visual art under the Visual Artists Rights Act of 1990 and any corresponding provision of State or local law now in effect or hereafter enacted ("VARA"), unless and until Concessionaire has provided to the Authority either (a) a written opinion in a form and from a law firm reasonably acceptable to the Authority that VARA does not apply; or (b) a written waiver from the author of a work of visual art, in form and substance reasonably satisfactory to the Authority, which identifies specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. §106A(e)(1) and any similar applicable provision of state or local law.

18.23 Liens. Neither the Concessionaire nor anyone claiming by, through, or under the Concessionaire shall have the right to file or place any lien of any kind or character whatsoever, upon the Leased Premises or upon any improvement thereon, or upon the leasehold interest of the Concessionaire, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alterations, repairs or any part thereof shall at any time be or become entitled to any lien on the Leased Premises, and for the further security of the Authority, the Concessionaire covenants and agrees to give actual notice thereof in advance to any and all contractors, subcontractors, and anyone else who may furnish or agree to furnish any such material, service or labor.

Authority shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa upon all of Concessionaire's personal property, whether now owned or hereafter acquired, kept, and used on the Leased Premises by Concessionaire. Authority may proceed at law or in equity with any remedy provided by law or by this Agreement because of Concessionaire's default in its performance.

18.24 Authority's Right to Make Good Default. If Concessionaire should commit any default in the performance of, or compliance with, any of the terms or conditions of this Agreement, then, in addition to all other remedies now or hereafter provided by law, Authority may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the maximum rate permitted by law, from date of advance.

18.25 Rights and Remedies Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

18.26 Certification. Concessionaire certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Concessionaire hereby agrees to defend, indemnify and hold harmless Authority from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

- 18.27 Survival. The representations, warranties, and indemnities contained in this Agreement shall survive the termination or expiration of this Agreement. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- 18.28 Waiver of Jury Trial. **EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
- 18.29 Legal Fees. In the event the Authority should prevail in any legal action arising out of the performance or non-performance of this Contract, the Concessionaire shall pay, in addition to any damages, all expenses of such action including attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Authority, including those incurred on appeal. The terms "costs and expenses" are not limited to the costs and expenses traditionally taxed as court costs. The term "legal proceedings" shall include any arbitration, administrative proceedings, actions at law or in equity, and all appeals from any and all of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DES MOINES AIRPORT AUTHORITY

By: _____
Christine Lauridsen Sand, Chairperson
Des Moines Airport Authority Board

ATTEST:

Mary Benson, Board Clerk

Company Name

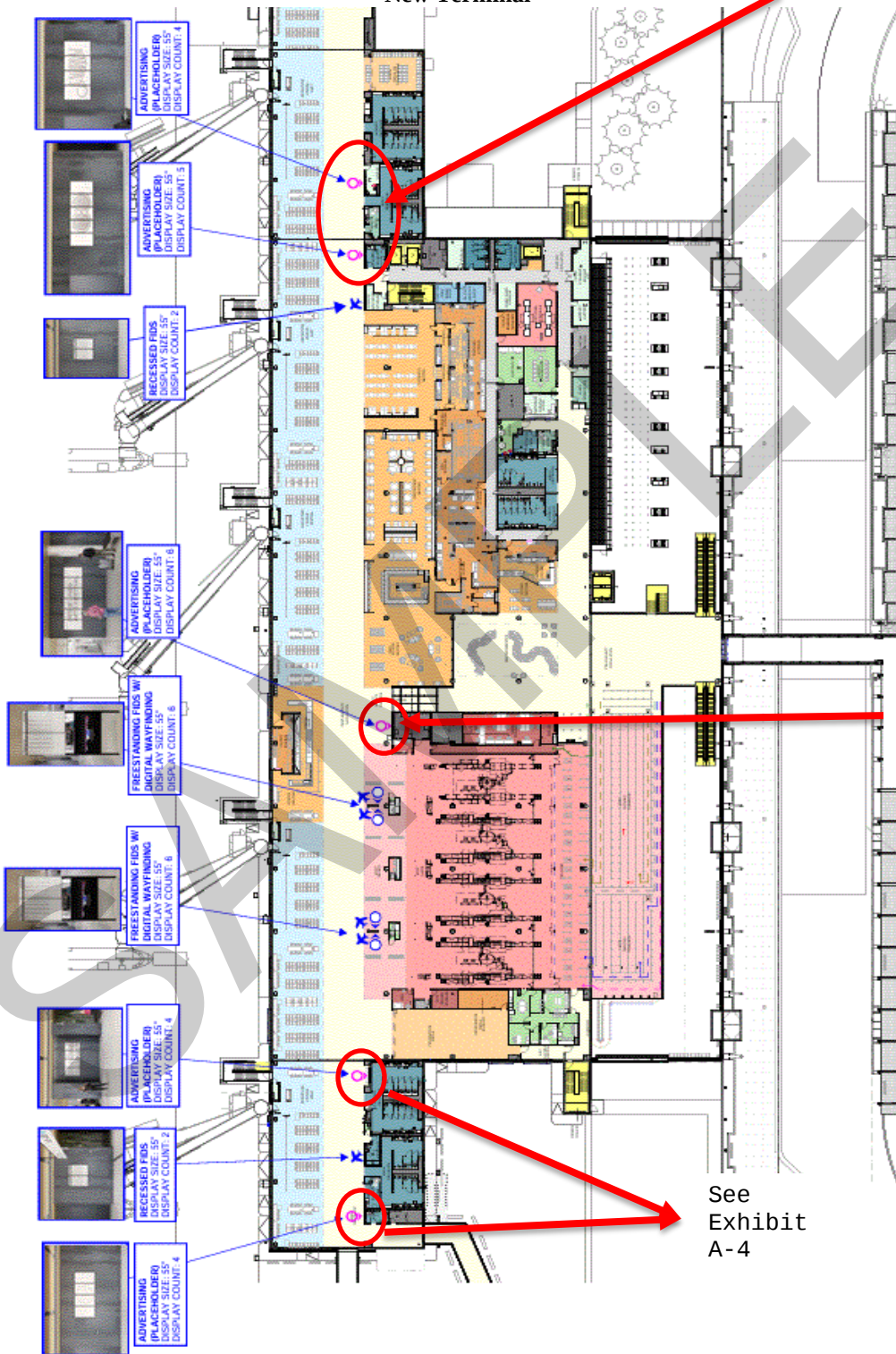
By: _____

Name: _____

Title: _____

Exhibit A-1
Leased Premises
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

See Exhibit
A-2



See Exhibit
A-3

See
Exhibit
A-4

EXHIBIT A-2
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

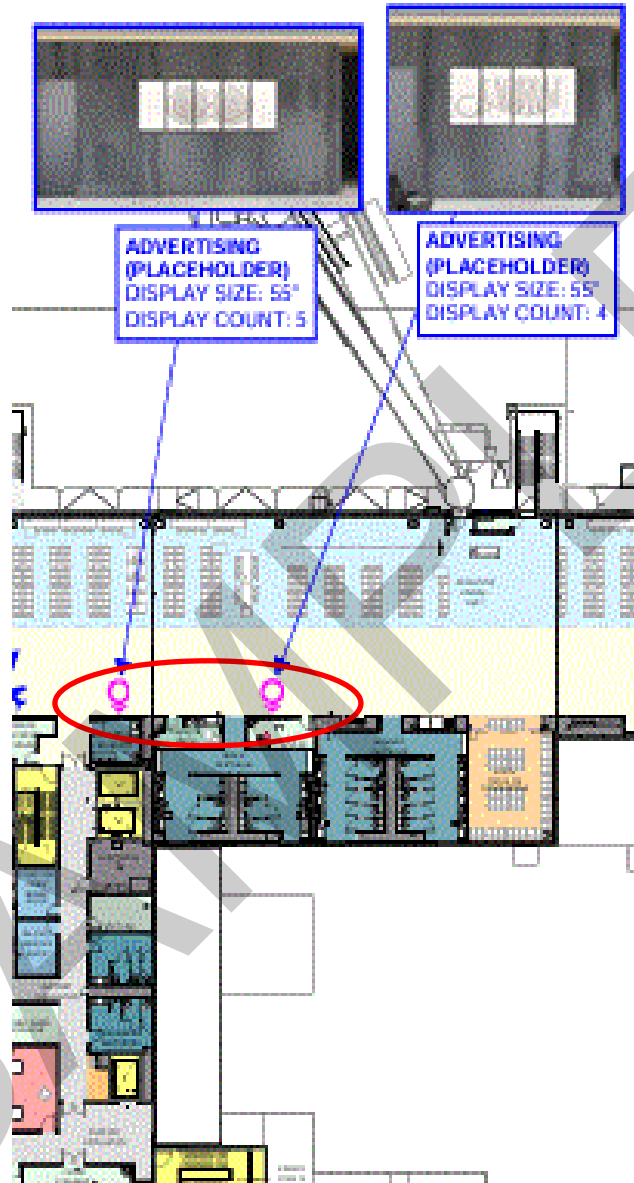


EXHIBIT A-3
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

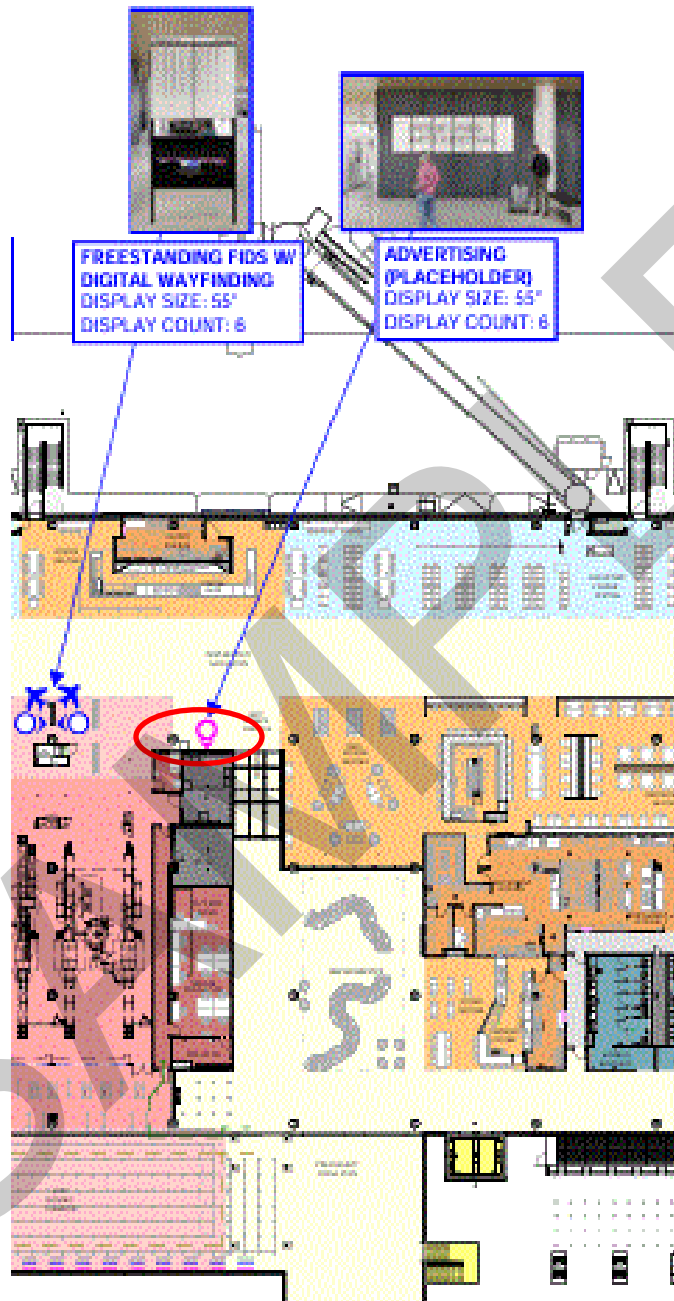


EXHIBIT A-4
LEASED PREMISES—DISPLAY LOCATIONS
New Terminal

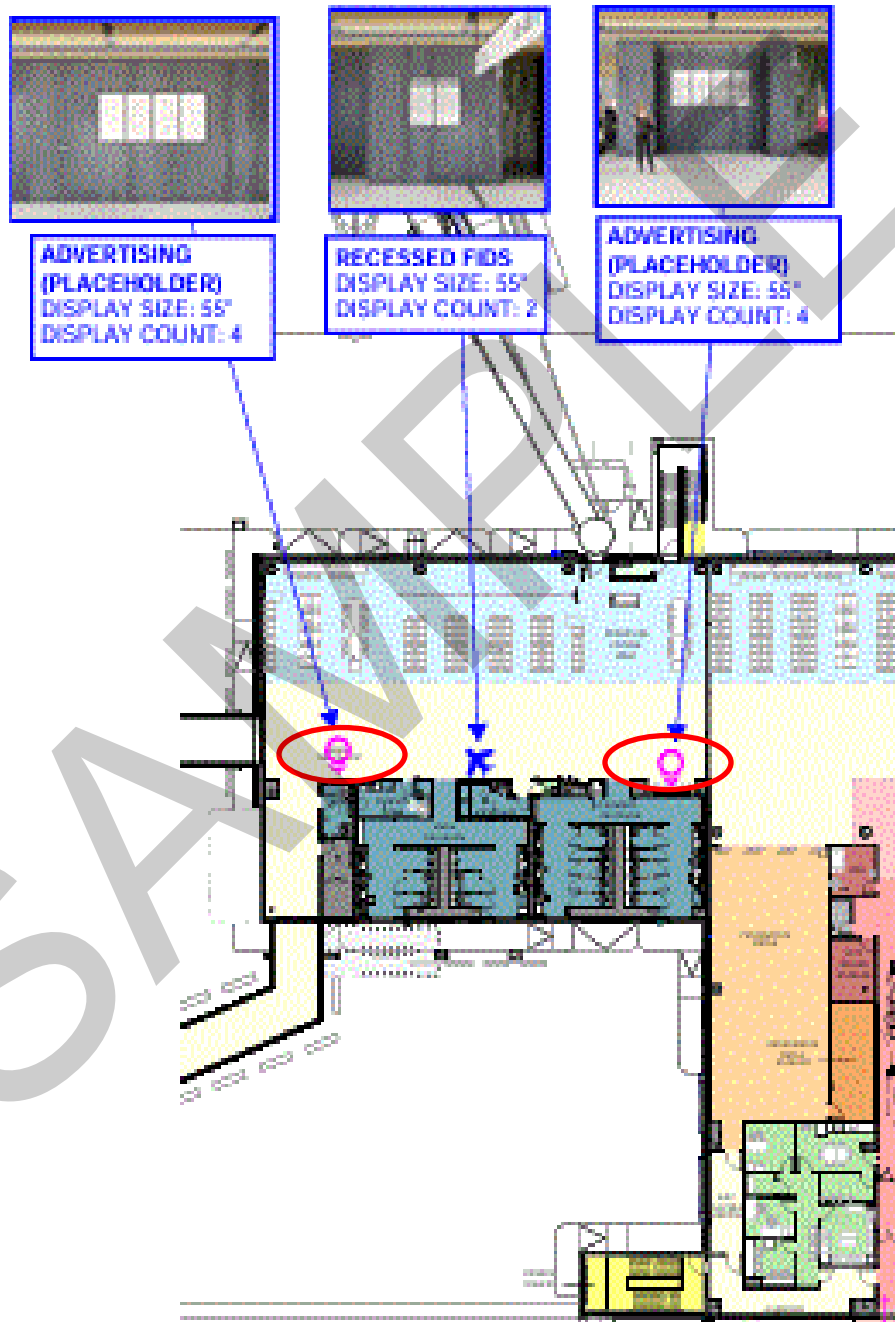
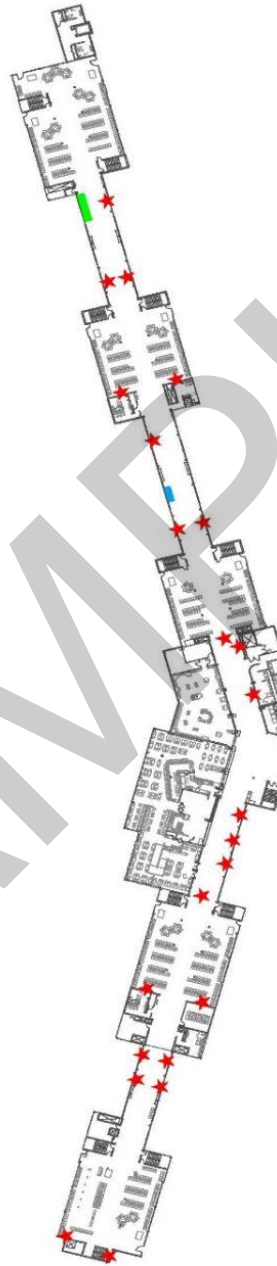


EXHIBIT A-5
LEASED PREMISES—DISPLAY LOCATIONS
Existing A & C Concourses



Concourse C

Concourse A

EXHIBIT A-6
LEASED PREMISES – DISPLAY LOCATIONS
Pet Relief Area

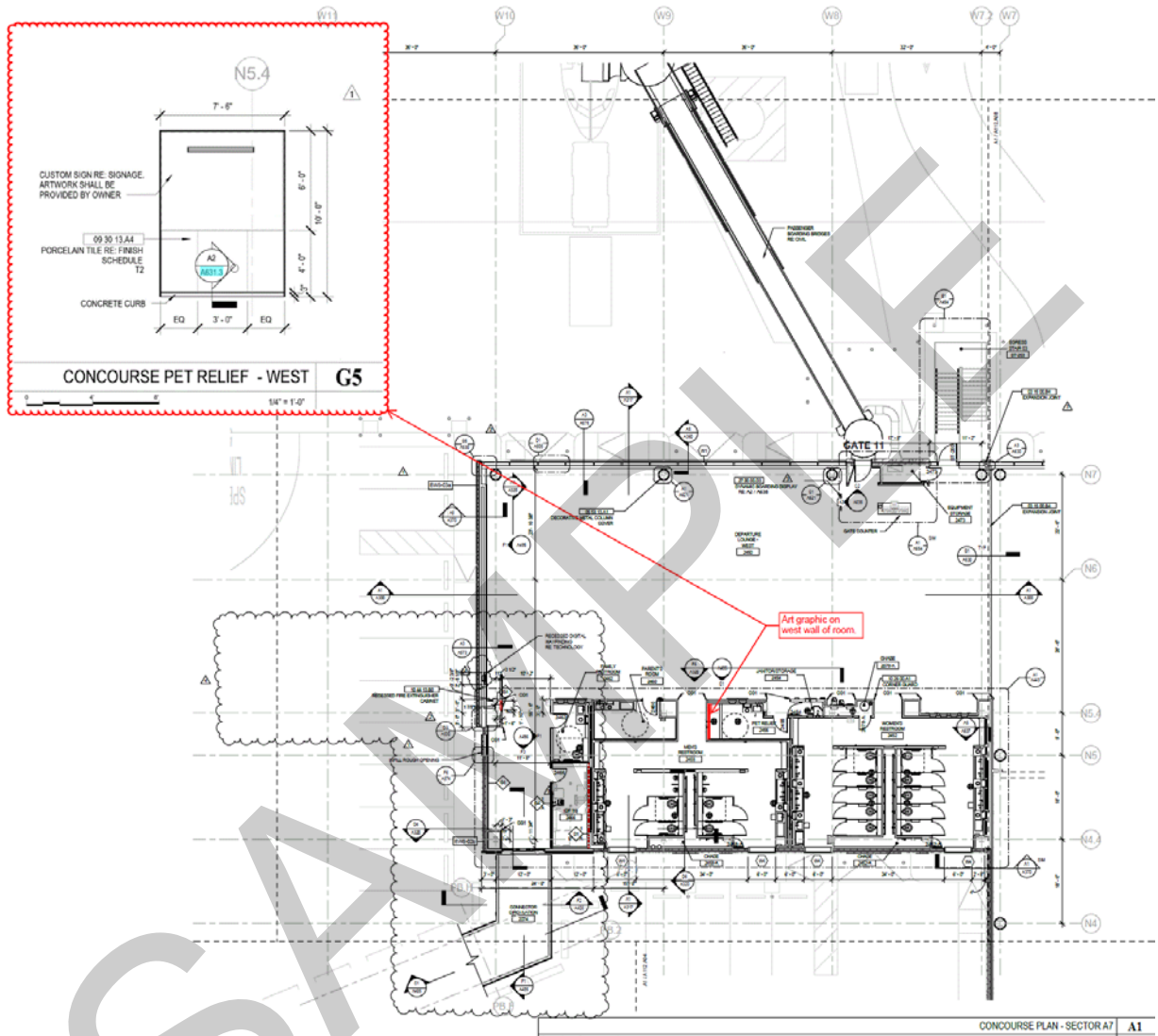
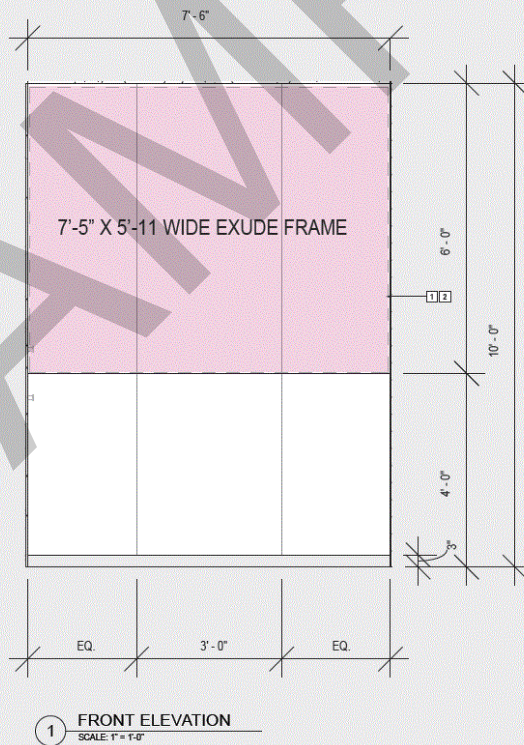
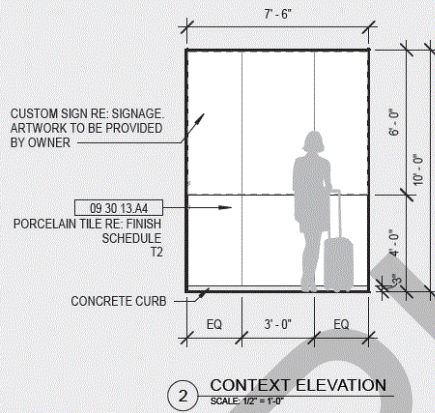


EXHIBIT A-7
LEASED PREMISES—DISPLAY LOCATIONS
Pet Relief Area



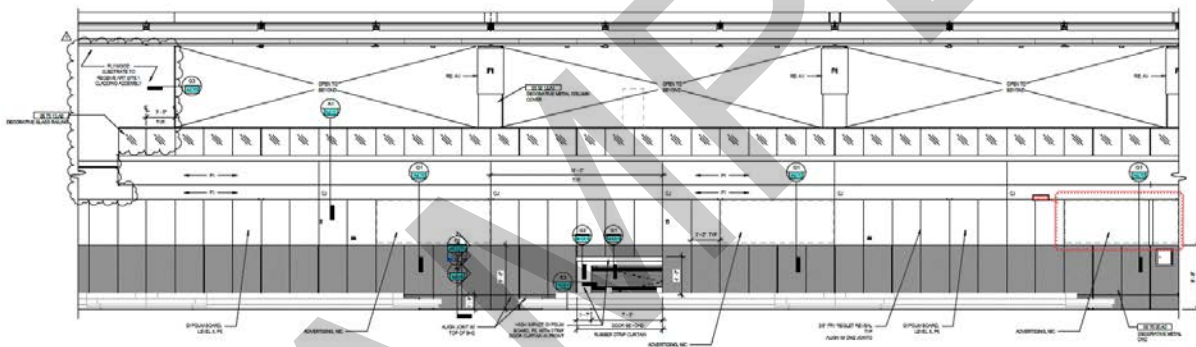
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EXHIBIT A-9
LEASED PREMISES—DISPLAY LOCATIONS
Rental Car Center

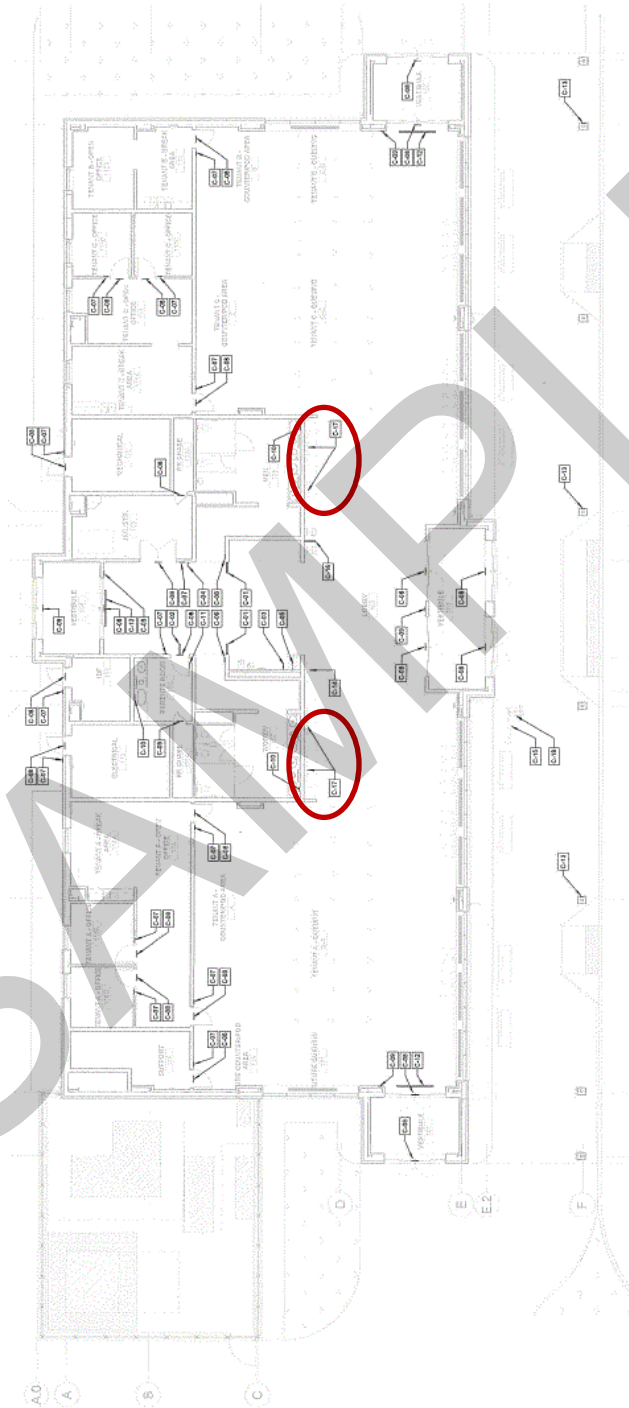


EXHIBIT A-10
LEASED PREMISES—DISPLAY LOCATIONS
Rental Car Center

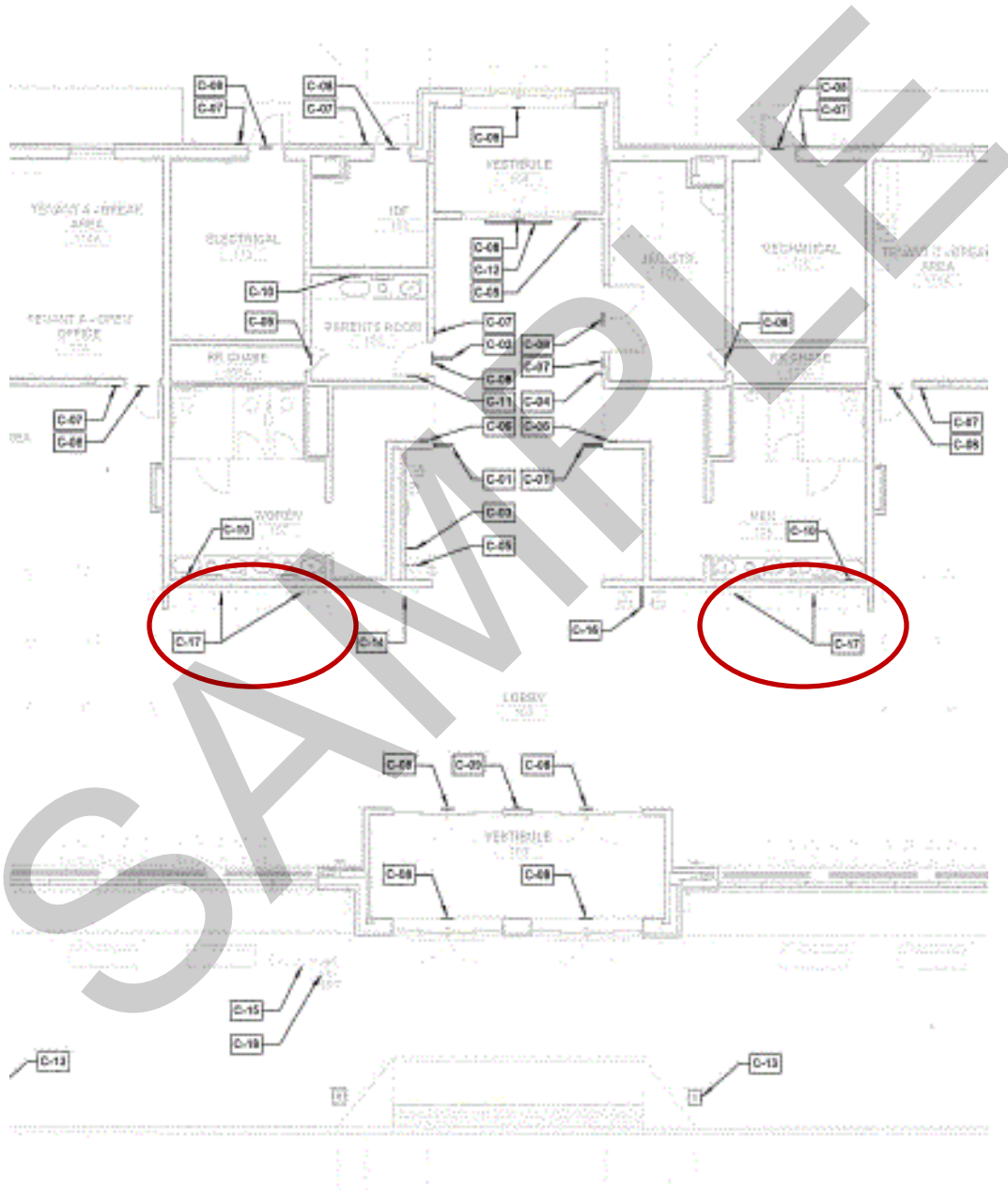


Exhibit B
INSURANCE ENDORSEMENTS
DES MOINES INTERNATIONAL AIRPORT

DES MOINES AIRPORT AUTHORITY
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten days written notice of non-payment of premium shall be sent to: Contracts and Reporting Manager, Des Moines Airport Authority, 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

DES MOINES AIRPORT AUTHORITY
ADDITIONAL INSURED ENDORSEMENT

The Des Moines Airport Authority, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of Concessionaire's operations on or use of the Airport. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

DES MOINES AIRPORT AUTHORITY
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Des Moines Airport Authority as an Additional Insured does not waive any of the defenses of governmental immunity available to the Des Moines Airport Authority under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The Des Moines Airport Authority shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Des Moines Airport Authority.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Des Moines Airport Authority under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Des Moines Airport Authority.

5. No Other Change in Policy. The insurance carrier and the Des Moines Airport Authority agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SAMPLE

EXHIBIT C
CONCESSION PROPOSAL

Attached as separate file.

SAMPLE