

DES MOINES AIRPORT AUTHORITY
AIRPORT NEWS, GIFT, AND RETAIL CONCESSION
REQUEST FOR PROPOSAL

SEPTEMBER 19, 2025



DSM Retail Concession RFP Timeline

Friday, September 19th – RFP released

Monday, October 6th – Pre-Bid Conference & Tour 2:30PM – 5PM CST

Friday, October 10th - Requests for Clarifications due by 2PM CST

Friday, October 17th - Addendum to Clarification Requests sent by 2pm CST

Tuesday, January 6th – Proposals Due @ 2PM CST

Tuesday, January 13th - Interviews (if needed)

Tuesday, January 20th – Selection is Made

Thursday, January 22nd – Last date to notify Proposers

Tuesday, January 27th - Appeal Deadline

Thursday, January 29th – Final date for signed contract to be returned from awarded concessionaire in order to take it to the Board

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

Airport News, Gift, and Retail Concession Request for Proposal

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

All proposals are due on or before 2:00 PM, CST, Tuesday, January 6th, and shall be valid for 180 days from the RFP due date.

One original, three (3) copies, and one electronic copy on USB flash drive saved in Adobe PDF format shall be submitted at:

Des Moines Airport Authority
Attn: Contracts and Reporting Administrator
5800 Fleur Drive, Room 207
Des Moines, IA 50321
(515) 256-5100

Requests for clarification regarding this RFP must be made to the Contracts and Reporting Administrator at afredricks@flydsm.com no later than 2:00 PM CST, Friday, October 10th. Written answers to requests for clarification will be posted to FlyDSM.com website and e-mailed to those that attended the pre-bid meeting, no later than 2:00 PM CST, Friday, October 17th, 2025.

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

**AIRPORT NEWS, GIFT, AND RETAIL CONCESSION
DES MOINES INTERNATIONAL AIRPORT
DES MOINES, IOWA**

PROPOSALS are being requested for a Concession Agreement for the Airport news, gift, and retail operations at the Des Moines International Airport. These proposals will be opened by the Contracts and 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 Monday, October 6th, 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 and Reporting Administrator at afredricks@flydsm.com.
 - a. During this time there will also be the option to take a tour of 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.
2. A written response to all inquiries in the form of an addendum will be forwarded to all participating proposers and posted to FlyDsm.com
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 NEWS, GIFT, AND RETAIL 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 news, gift, and retail operators ("Proposer") desiring to operate the news and gift concession and provide related services at the Airport for a period of eight (8) years with the option of one, two (2) year extension. Construction is to commence on July 1, 2026 with the contract term beginning at such time Beneficial Occupancy has been given. The management services provided will be in accordance with the specific provisions of a management agreement, a sample copy of which is attached ("Sample Agreement").

2. AIRPORT ENVIRONMENT

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 news and gift operations have been incorporated into the new design.

To operate successfully in an airport environment, the selected Proposer must meet and adjust to challenges that generally do not exist in a non-airport, downtown, or shopping center environments. Some of the challenges are listed below:

- Airport customers are primarily airline passengers traveling with carry-on luggage and strollers. Facilities must be designed to accommodate passengers and their luggage.
- Customers have a limited amount of time to spend shopping in retail outlets and therefore must be served quickly. This constraint must be taken into consideration when determining staffing levels and when point of sale areas are developed.

- Airport concessions must be open 365 days per year, without exception, with extended operating hours during flight delays. Concessionaires must provide a minimum level of staffing but must also ensure that staffing levels reflect the peaks and fluctuations in daily passenger traffic.
- Basic hours of operation may vary from 4:00 a.m. to 12:00 midnight, depending on concept, location and flight schedules. In some, but rare instances, 24-hour per day operations may be required.
- Deliveries must be made in accordance with the Authority's delivery policies, TSA requirements and at varied times at designated delivery locations.
- The Airport is a non-smoking facility, with the exception of designated smoking areas
- Employee parking is located on the Airport campus but will require the use of a shuttle for employees to reach their daily assignments.
- Employees will need to pass background checks and complete training in order to receive an Airport badge for employment.

3. PROPOSAL SUBMITTAL GUIDELINES

A. Hard Copy

- i. Submit three (3) proposals, one marked "Original" to DSM Airport, with electronic copy on USB flash drive saved in Adobe PDF format. Note package numbers on the covers.
- ii. Insert tabs identifying each part of the proposal in the sequence shown in Section 7 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 have a minimum of five (5) years experience in the marketing, development, operating, and management of retail locations with gross receipts of \$3,000,000 or more per year. 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 by for cause including either failure to perform or illegal activity.

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.

5. PROPOSAL DISCLAIMERS

The Airport is soliciting competitive proposals as the result of the determination that such a process best serves the interests of the Airport, and not because of any legal requirement to do so. The Airport is not bound to award the concession to the highest bidder in terms of revenue or any other factor. The Airport reserves the right to negotiate with a proposer for modification of a successful proposal (including but not limited to alternate concepts, square footage, and/or locations)

The Airport reserves the right to reject any and all proposals and to negotiate directly with one or more businesses regardless of whether those businesses submitted responsive proposals in the competitive process.

By submission of a proposal, the Prosper agrees to be legally bound if the Airport accepts the proposal. The Airport will not be obligated to respond to any proposal submitted, nor will it be legally bound in any manner whatsoever by the receipt of a proposal. Any and all agreements arising out of proposals submitted hereunder (including negotiations that follow) will not be binding on the Airport, its officers, employees, or agents unless set forth in a Concession Lease Agreement duly executed by the Airport's Board of Directors in accordance with applicable laws. The Airport reserves the right to postpone the proposal submittal due date.

The period for review after the proposal deadline but before the award may be as long as 180 days, and the Proposer must be willing to keep the proposal valid for the duration of the review.

Proposer agrees that if their proposal is accepted, the Proposer shall enter into a Concessions Lease Agreement in the same form as the Sample Concession Lease Agreement, enclosed as Attachment C. The Proposer agrees to execute the lease, as the submitting entity, no later than ten (10) days prior to the Board approval. Proposer also agrees that the proposed location will open for business to the public upon receipt of Temporary or Beneficial Certificate of Occupancy and/or in accordance with the submitted and approved construction schedule, whichever comes first at which time rent will begin for the first year of operation and Minimum Annual Guarantee (MAG) will commence through the end of the lease term in addition to percentage rent unless otherwise specified. Refer to Attachment C Sample Lease Agreement, Article #4.

Please note the following requirements of the Concession Lease Agreement:

- Technology: Proposer agrees to use the technology required in the Agreement
- Insurance Requirements: include but are not limited to Worker's Compensation, Employer's Liability, Commercial General Liability (CGL), Business Automobile Liability, and Additional Coverage and Limits.

6. BACKGROUND, AREA & SCOPE

This RFP offers the opportunity to design, construct, operate, and manage retail concession at the Des Moines International Airport.

General Requirements

- A. The concession location offered under this RFP is provided in “as-is” condition and requires a complete build-out.
- B. Selected Proposer shall plan, design, and build out, at their sole cost, the Leased Premises in accordance with the Private Construction Agreement.

The retail space available will be located post-security in the New Terminal. It will be approx. 1,815 Sq. Ft. along with approx. 298 Sq. Ft of storage space on the concourse level (See Exhibits A-1 & A-2). The initial build-out shall be completed within 120 days after the location is made available to the selected Proposer. This unit must be completely built out and ready for operation by December 15, 2026 or such earlier date as proposed in the Proposer’s phasing plan. The Authority reserves the right to modify the spaces allocated at its sole discretion.

There shall be a per square foot amount identified in the Selected Proposer’s Proposal for mandatory mid-term refurbishment to occur during the fifth year of the Concession Lease. The minimum amount for mid-term refurbishment required by the Authority shall be 20% of the overall initial build-out.

Prior to construction, the Selected Proposer must receive approval from the Airport for their facility design and finish materials. They must comply with the City of Des Moines building standards and obtain all required permits. The selected Proposer shall comply with all applicable accessibility requirements in the Americans with Disabilities Act and in all other federal, state and local government laws and regulations.

Proposers shall be responsible for reviewing all of the information provided in this RFP and at the Pre-Proposal Conference. Proposer shall understand the location, the area(s) to be developed, the existing conditions with which the Selected Proposers must work, the utilities to be provided and their points of connection within the terminal, and any other base building issues that could affect the build-out of the concession space. The Authority shall have no obligation to agree to any requested adjustments to any financial terms or build-out requirements after Concession Lease award and a failure by the Proposer to not fully understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing any of the terms of the Concession Lease.

C. Security

The proposer selected shall comply with all Airport security regulations as prescribed by 49 CFR Part 1542 and agree to employ such measures as are necessary to prevent or deter the unauthorized access of person or vehicles into the secure area of the Airport. The selected proposer shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in the Airport Rules and Regulations, as such this may be amended from time to time. The selected proposer shall pay any forfeitures or fines levied upon it, or the Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of the selected proposer, their employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the Authority as a result of any such violation.

The selected proposer shall abide by rules and regulations adopted by the Authority in carrying out its obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the air operations area and other security measures as the Authority deems necessary from time to time. The selected proposer will be responsible for obtaining all necessary Airport ID badges during the course of the term on the Concession Lease. All costs for complying with security regulations shall be the sole responsibility of the selected proposer. Any fines imposed on the Authority as a result of selected proposer's actions or non-compliance with rules, regulations, policies, or laws shall be immediately paid to the Authority by the selected proposer on demand by the Authority. The cost of obtaining an Airport ID badge shall be the sole responsibility of the applicant. The cost may be amended by the Authority from time to time. Any change in personnel shall be reported to the Authority. The selected proposer shall be responsible for prompt delivery of Airport keys and security identification badges.

The Authority will have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Airport. The selected Proposers shall not permit any employee to begin work until the Authority clears the employee through the mandated background check and is issued the necessary documents and ID badges in order to enter sterile areas.

D. Retail Concession General Terms

i. Monthly Rent

Proposer shall pay monthly rent that is greater than one twelfth (1/12) of the Minimum Annual Guarantee (MAG) or the established Percentage Rent. One-Twelfth of the MAG shall be due and payable by the first of each month.

The Authority is under no obligation to accept the highest rent proposed.

ii. Percentage Rent

Proposers shall propose Percentage Rents as a percentage of gross receipts. Proposers are encouraged to propose percentage rents that increase with sales volume. Proposers shall be prepared to submit supporting information on an existing facility verifying that the proposed Percentage Rent can be supported while maintaining reasonable profitability and acceptable service and quality levels upon request during the evaluation process. The Authority will have no obligation to renegotiate Percentage Rents during the term of the Concession Lease.

Percentage rent due (above 1/12 payment of the MAG) will be due no later than the 10th of the following month.

E. Hours of Operation

The selected Proposer shall operate the concession unit in the Airport in accordance with the following minimum hours of operation during the first 60 days of the Concession Lease. Additional hours of operation may be proposed. After the first 60 days of Beneficial Occupancy of a concession location, hours of operation may be changed upon prior written approval of the Authority based on a specific and substantiated written request from the selected Proposer. In any event, the selected Proposer shall be prepared to open retail locations at least one hour before the first flight departs in the morning and remain open until the last scheduled outgoing flight departs each day in accordance with the Terminal and concourse flight schedule in which the concession units are located, unless otherwise agreed with the Authority.

F. Restricted Use of Concession Space and Prohibited Items

The following is a list of restrictions for the lease space that's included in this RFP agreement:

- i. Pre-paid phone cards and automated teller machines
- ii. Any form of advertising for persons/firms other than the successful Proposer unless otherwise pre-approved in writing by DMAA
- iii. Banner ads or similar displays
- iv. Advertising restrictions; In submitting proposals, Proposer acknowledges that a separate contract for advertising at all of the Airport's facilities is in effect, and that all signage, including promotional material and activities of Proposer, whether or not in connection with its business at the Airport, may be subject to the approval by the Authority.
- v. The storing of hazardous or combustible materials in the Premises or anywhere else at the Airport except as used in the normal course of business; storing merchandise outside or adjacent to the Premises; and storing or placing merchandise, trash or other materials so as to impair

access into the Premises or about the aisles thereof. If chemicals are used, Safety Data Sheets (SDS) must be submitted to DMAA within ten (10) calendar days prior to the commencement of operations.

- vi. Alcoholic Beverages. The selling or allowing the sale or consumption of any intoxicating or alcoholic beverages in any part of the Premises is not approved.
- vii. Prohibited Items. The Transportation Safety Administration (TSA) maintains a list of prohibited items that are not allowed in the sterile areas of the Airport. The selected Proposer is required to comply with all rules and regulations and have procedures in place to ensure compliance by all Concession personnel. A full list of current prohibited items can be found by visiting <https://www.tsa.gov/travel/security-screening/whatcanibring/all-list>. This list is updated and modified periodically. It is the responsibility of the selected Proposer to monitor these items and ensure compliance.

7. COMPLETING AND SIGNING PROPOSALS

- A. Each Proposer must complete and sign 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 sealed.
- C. Each proposal must be tabbed, ordered, and submitted in the following format:

TAB	SUBJECT
I.	Executive Summary

Provide an executive summary that answers each of the following questions regarding how you are the best operator for DSM Airport. This section is your opportunity to communicate your company's abilities and your concept strengths to DSM and should highlight key information regarding your proposal including:

1. Entity, concept or brand being proposed
2. How would this entity's previous experience make it qualified for this RFP?
3. What comparable experience does your company have in operating this concept or similar concepts?
4. Highlight any additional wow factors such as awards received, media recognition, uniqueness of brand and/or merchandise/services, growth

potential, Airport Concessions Disadvantaged Business Enterprise (ACDBE) initiatives, etc.

5. Explain how you will engage the customer and/or enhance the customer experience.

- II. Concept
- III. Design and Construction Budget
- IV. Pro Forma Operating Statements (including details by retail category)
- VI. Concession Fee Proposal
- VII. Proposed Management Staff (including local general manager and corporate staff who would have direct oversight of DSM's operations), also include hiring and training processes.
- VIII. References
- IX. 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 8, General Provisions. Any proposed amendments to the Sample Agreement shall be noted in Tab VI. with the Concession Fee Proposal.

8. 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. 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.

9. SCOPE OF CONCESSION OPPORTUNITY

This non-exclusive Request for Proposal is to select a Proposer who can best fulfill the Airport Authority's objectives as delineated within the scope of this RFP for a news and gift concession opportunity located at the 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 news and gift concession.

The term for this concession opportunity will be effective upon approval of the Concession Agreement by the Des Moines Airport Authority Board and will end eight years after the commencement of the Agreement. The term is subject to an additional two (2) year extension period exercisable at the discretion of the Airport Authority.

10. FINANCIAL ACCOUNTING RESPONSIBILITIES

The selected Proposer shall agree to the accounting procedures set forth in the Sample Agreement. In addition, Proposer is required to implement procedures and practices designed to provide a secure environment for handling cash receipts, deposits, and credit card processing, including retention of subcontractors to help fulfill those responsibilities. Management practices of Proposer must allow for effective use of personnel and resources. All formal reports presented to the Authority must be concise, complete and accurate.

11. FACILITIES

The news, gifts, and retail facilities at the Airport include one post-security gift shop in the New Terminal (approximately 1,815 square feet), along with supporting storage of approx. 298 Sq. Ft.

See Exhibits A-1 and A-2 of the Sample Agreement for more detailed information.

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 successful Proposer shall follow its hiring process set forth in its proposal and shall perform reasonable employment screening including (but not limited to) requiring all newly hired employees to submit to the Authority's security badge issuance process and criminal background review.

The number of employees the selected Proposer hires and their assigned duties, including such part-time employees as may be required to effectively and efficiently operate the news and gift concession during peak periods of activity, shall be subject to written approval by the Chief Executive Officer. 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 activities related to news, gift, and retail sales at the Airport is as follows:

Calendar Year	Enplaned Passengers	Total Passengers	Gross Retail Revenues
2021	1,087,176	2,167,060	\$3,206,783
2022	1,404,487	2,811,670	\$4,378,585
2023	1,546,165	3,097,006	\$4,918,135
2024	1,586,557	3,176,952	\$4,881,626

A further breakdown of news and gift gross revenues follows:

Calendar Year	Pre-Security News, Book, & Other	Pre-Security Gift	Post-Security News, Book, & Other	Post-Security Gift
2021	\$288,244	\$123,501	\$2,390,517	\$404,520
2022	\$329,595	\$106,634	\$3,447,033	\$495,323
2023	\$316,826	\$141,363	\$3,837,861	\$622,085
2024	\$284,788	\$146,600	\$3,764,970	\$685,268

14. SELECTION CRITERIA (Formal Proposal and Interview)

Building on a history of success, the Authority is striving for a concessions program populated with an ideal mix of local, regional and national brands and operators that will ensure the highest level of customer service and satisfaction. 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 retail concession services. 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.

Evaluation Criteria and Criteria Weighting

A. Proposer Background, Experience and Financial Capability (15 Points)

The quality and breadth of Proposer's experience with retail concession at airports and/or other locations. The demonstrated financial capability of Proposer.

B. Organization and Business Information (10 Points)

Demonstrated history of performance on contracts and related obligations such as performance bonds, insurance, and employee fidelity issues. Proposer's history in respect to disputes, lawsuits, and settlements. Any and all

information gathered by the Authority in the performance of its reference checks, research, and due diligence. The Airport may use any information it gathers during the process to assess the overall quality of the Proposer.

- C. Rent Proposal and Financial Projections (20 Points)
The offered percentage of gross receipts and the supportability of the offered percentage. The quality of the financial proforma and the initial two (2) contract years of the Lease term, in terms of reasonableness and ability to fund continuing operations.
- D. Proposed Concepts (20 Points)
The quality, functionality, and innovation demonstrated by the Proposer in regard to retail concepts and merchandise. The quality of Proposer's customer service plan and initiatives, quality assurance procedures and pricing.
- E. Designs, Materials, and Capital Investment (10 Points)
The quality of proposed concept designs including exterior and interior concepts. The quality of proposed floor plan functionality and design. Estimated costs for initial build-out and mid-term refurbishment.
- F. Operations and Maintenance Plan (10 Points)
The quality of the operations and maintenance plans for daily operations. Demonstrated understanding of the Airport environment and its impact on operations.
- G. Proposed Management, Staffing and Training (10 Points)
The quality and experience of the proposed on-site general manager and staff. The reasonableness of Proposer's organizational structure. Depth and quality of Proposer's training program.
- H. Marketing and Promotions Plan (5 Points)
The extent and effectiveness of Proposer's proposed marketing and promotion plan. Innovation and creativity of Proposer's approach.

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.

15. INTERVIEWS

Following the evaluation of the written proposals, the Airport may determine to interview one or more of the Proposers. Submission of a proposal does not guarantee the right to interview. Additional information and a Request for Interview format will be provided to those Proposers being interviewed.

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, airport concession disadvantaged business enterprise (ACDBE) 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. Proposals, materials, and other collateral submitted will become property of the Des Moines Airport Authority

THIS SUMMARY IS INTENDED TO BE A BRIEF OVERVIEW OF THE PROPOSAL PROCEDURES AND AGREEMENT PROVISIONS FOR THE CONCESSION SERVICES FOR THE NEWS, GIFT, AND RETAIL FACILITIES AT THE DES MOINES INTERNATIONAL AIRPORT, DES MOINES, IOWA. THE PROSPECTIVE PROPOSERS SHOULD REVIEW THE SAMPLE AGREEMENT FOR THE ACTUAL PROVISIONS THAT WILL BE APPLICABLE.

EXHIBIT A-1 **LEASED PREMISES—RETAIL LOCATIONS** **(Second Floor/Concourse)**

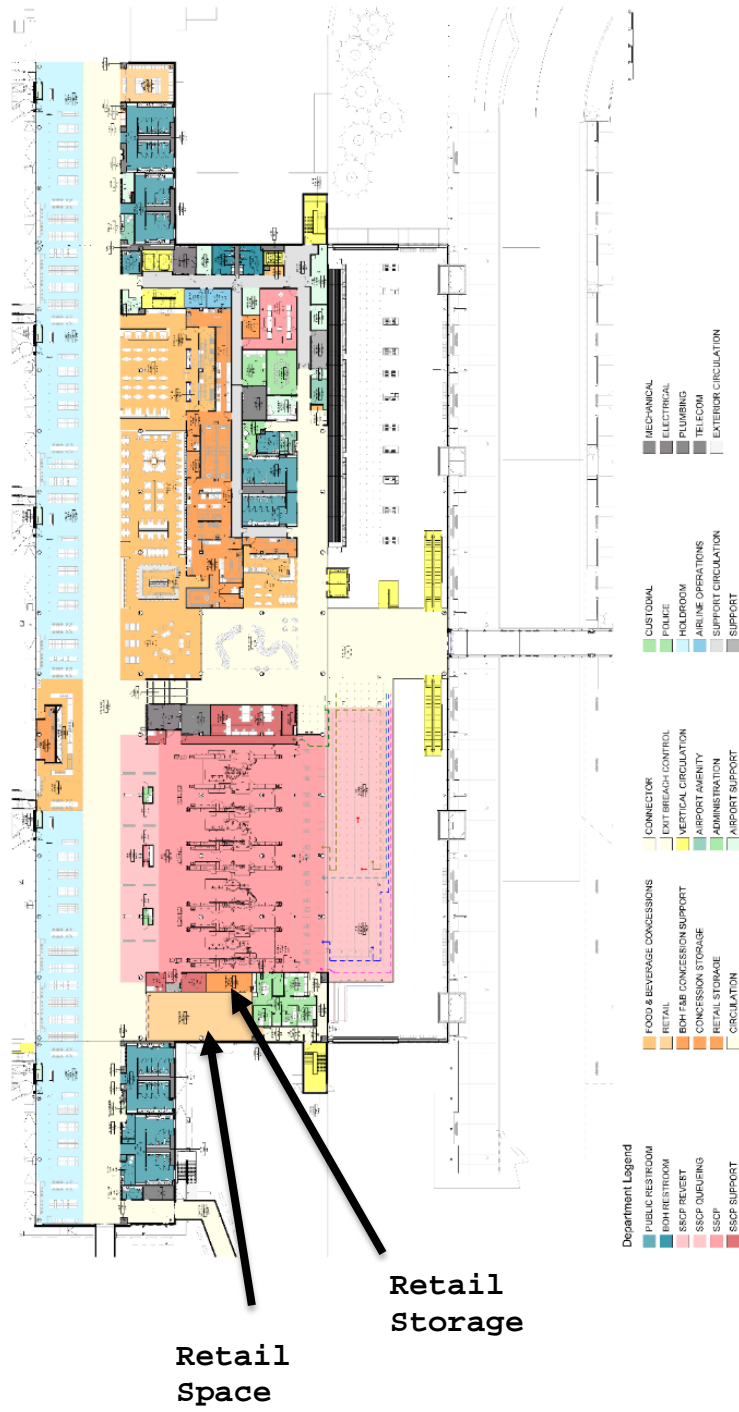


EXHIBIT A-2
LEASED PREMISES—RETAIL LOCATIONS
(Second Floor/Concourse)

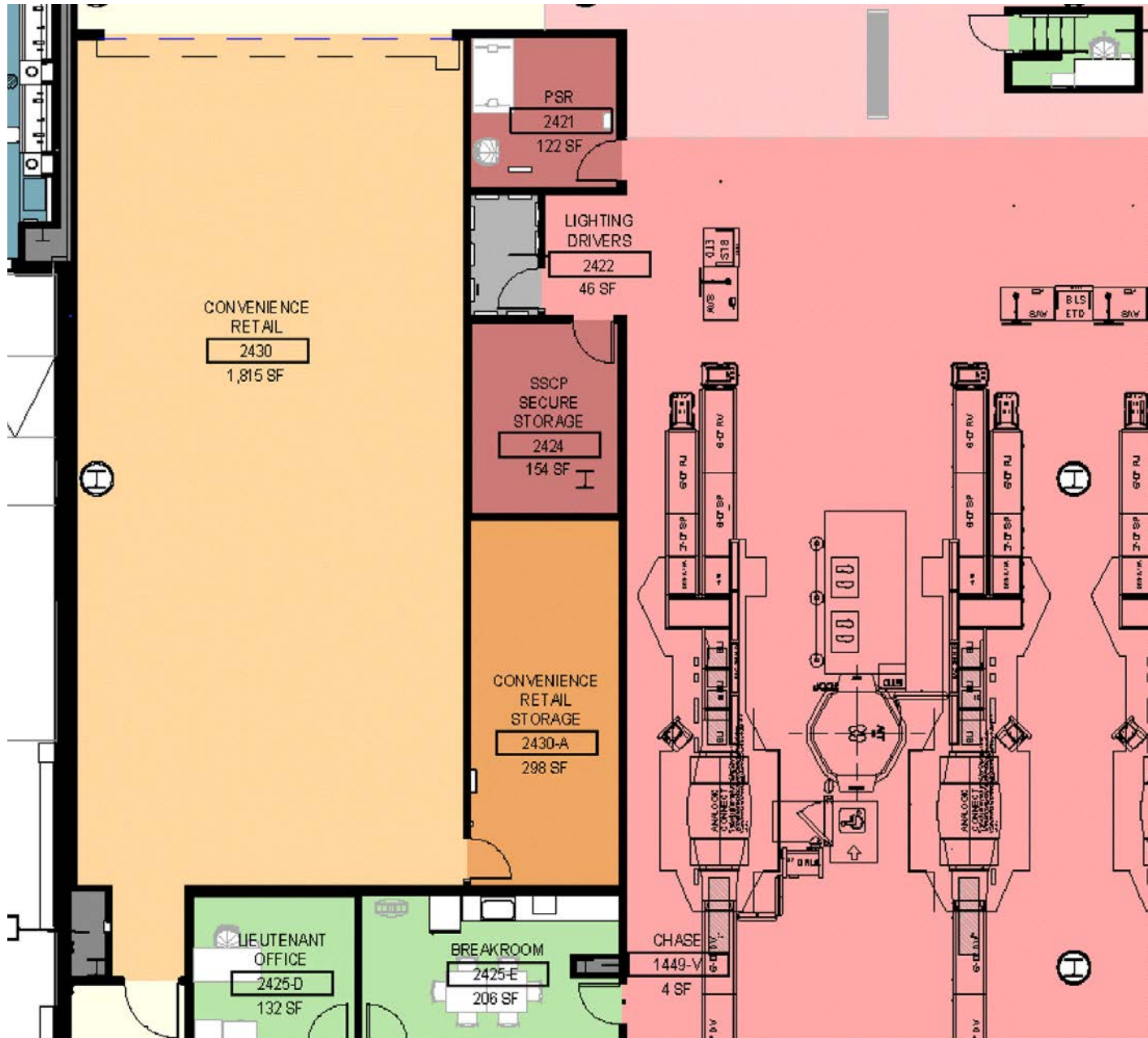


EXHIBIT B

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 and Reporting Administrator regarding the terms or provisions of this RFP. Questions about this RFP are to be in writing and directed to the Contracts and Reporting Administrator, 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. For those planning to attend the meeting and the tour, please register with the Contracts and Reporting Administrator, Amy Fredricks at afredricks@flydsm.com. 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. Anyone attending the tour will be required to close-toed shoes.

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

The Authority's Contracts and Reporting Administrator 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 to be 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 and Reporting Administrator 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 Chief Executive Officer of the Authority or his/her designee.

EXHIBIT D

AIRLINE PASSENGER ACTIVITY SCHEDULE

It is important to note that the passenger flow information is provided as a general estimate only. This is not a guarantee of traffic, traffic flows or types of passengers. All assumptions used by Proposers in developing proposals and financial offers shall be made by the Proposers and used at the Proposers' own risk.

In the Proposers' analysis of Airport activity, is it important to keep in mind that passenger activity and distribution are subject to change due to a variety of factors including:

- Airport construction and reconfiguration
- Changes in airline traffic and operating philosophy
- Airport security requirements
- Other economic factors impacting airline travel patterns

	Sun 7/27/2025	Mon 7/28/2025	Tue 7/29/2025	Wed 7/30/2025	Thu 7/31/2025	Fri 8/1/2025	Sat 8/2/2025
Hub Time	Dept. Seats	Dept. Seats	Dept. Seats	Dept. Seats	Dept. Seats	Dept. Seats	Dept. Seats
0	0	0	0	0	0	0	0
100	0	0	0	0	0	0	0
200	0	0	0	0	0	0	0
300	0	0	0	0	0	0	0
400	0	0	0	0	0	0	0
500	560	703	703	681	681	703	560
600	742	998	638	638	818	742	753
700	817	494	674	854	674	674	665
800	306	306	306	126	306	306	191
900	226	416	226	226	226	406	471
1000	373	217	217	217	217	217	152
1100	230	449	481	611	449	449	230
1200	355	0	0	0	180	0	175
1300	289	477	321	321	501	657	467
1400	397	757	577	577	397	577	326
1500	664	610	430	610	738	610	228
1600	0	0	0	0	0	0	323
1700	430	620	605	605	430	607	410
1800	606	394	251	251	574	394	321
1900	128	336	128	128	328	358	128
2000	0	0	0	0	0	0	0
2100	0	0	0	0	0	0	0
2200	156	0	0	0	0	0	0
2300	0	0	0	0	0	0	0
Total	6,279	6,777	5,557	5,845	6,519	6,700	5,400

Gate Usage Timeline:

2026/2027 - 6 gates on the New Terminal

2028 – 1 additional gate on the New Terminal for a total of 7

2029 – 3 additional gates on the New Terminal for a total of 10

2030 – 1 additional gate on the New Terminal for a total of 11

For 2026 through 2030, the existing A & C Concourses will be utilized as needed. It's anticipated that each gate, both new and existing, will have an aircraft parked each morning for departures. As the day continues flights will still depart from the A & C Concourses, but the number of flights will slowly decrease as new gates are added to the New Terminal. It is anticipated that all gates will receive a flight each night as aircraft arrive back at the airport to reset for the flights the next morning.

EXHIBIT E

PRIVATE CONSTRUCTION AGREEMENT

Form for Private Construction Agreement follows on the next page.



PRIVATE CONSTRUCTION CONTRACT

This contract is made and entered into on _____, 20____, by and between _____, ("Operator") and _____, ("Contractor"):

Contractor and Operator agree as follows:

ARTICLE I: SCOPE OF WORK

SUDAS Standard Specifications, 2024 Edition, apply to the project under this Contract and Contractor shall construct the project in accordance with the SUDAS Standard Specifications, as further modified by supplemental specifications and special provisions included in the Contract Documents. This Contract includes all Contract Documents, as defined in the SUDAS Standard Specifications. Contractor shall complete the work comprising the below referenced Improvements or project as specified in the plans that Operator has filed in the office of the Des Moines Airport Authority Engineer. The Contractor shall complete the Work in strict accordance with the Contract Documents and guarantee the Work for the time required in the Contract Documents after acknowledgment of completion and acceptance by the Des Moines Airport Authority (the "Jurisdiction" or "Authority"). Contractor shall construct the following described improvements:

Project description:

Build out of Retail space for new, gifts and retail concessions. The space is approximately 1,815 Sq. Ft. of retail space along with approximately 298 Sq. Ft. of storage.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence the work no later than July 1, 2026, and fully complete the work no later than December 1, 2026.

ARTICLE III: CONTRACT PRICE AND PAYMENT

Upon performance of this private construction Contract by Contractor, Operator shall pay Contractor the contract price, which payment will be in full compensation and settlement for the work. Except as provided elsewhere in this contract, the details regarding actual payment by Operator to Contractor for completed work is between Operator and Contractor; however, as between the Jurisdiction and Operator, the Operator is solely responsible for the work, and completion of the work, until the Jurisdiction finally accepts the work. The Jurisdiction's final acceptance of the construction or work will occur when the Authority Engineer issues a written final approval that the project has been constructed, cleaned up, and completed in apparent substantial compliance with the Contract Documents. Final acceptance does not constitute an acceptance of any unauthorized work, or acceptance of defective work or improper material.

ARTICLE IV: GENERAL

A. PERFORMANCE, PAYMENT AND MAINTENANCE

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of this Contract, the construction contract entered into between Owner Tenant and Contractor dated _____, 2025, and the Contract Documents (collectively the “Construction Contracts”), for the above referenced Improvements, and shall indemnify and save harmless Tenant and the Authority from all outlay and expense by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Construction Contracts by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Construction Contracts.

PAYMENT: The Contractor shall pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Construction Contracts including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, where the same are not satisfied out of the portion of the contract price that Tenant retains until completion of the Improvements.

MAINTENANCE: The Contractor hereby agrees, at its own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Construction Contracts within the Warranty Period, by reason of defects in workmanship or materials used in construction of the Work (“Maintenance Period”);
- B. To keep all Work in continuous good repair during the Maintenance Period; and
- C. To pay Tenant and the Authority’s reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repay the Tenant and Authority for all outlay and expense incurred as a result of Contractor’s failure to remedy any defect as required by this section. Contractor’s agreement to remedy defects extends to defects in workmanship and materials not discovered or known to Tenant and the Authority at the time the Work was accepted.

B. INSURANCE AND INDEMNITY

Contractor shall provide the insurance required by Section 1070, Part 3 – Bonds and Insurance, of the SUDAS Standard Specifications through the period covered by this Contract until final acceptance of the Improvements by Tenant. Contractor shall defend, indemnify, and hold harmless the Authority and its officers, agents, and employees in accordance with Section 1070, 3.03 Contractor’s Indemnity - Contractual Liability Insurance. Contractor shall provide, on the form provided, a Performance, Payment and Maintenance Bond in the full amount of this contract with the maintenance period of four years.

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Authority against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the Authority by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor’s work or services under this Contract, including that of its

officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act or omission of the Authority or the Authority's employees, consultants, agents or others for whom the Authority is responsible.

Contractor's obligation to indemnify the Authority contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The Authority shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act or omission of the Authority or the Authority's employees, consultants, agents or others for whom the Authority is responsible.

Contractor expressly assumes responsibility for any and all damage caused to Authority property arising out of or in any way connected or associated with Contractor's Work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on Authority property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

C. GUARANTY OF PERFORMANCE

In the event Contractor fails, neglects, or refuses to perform its obligations under this Contract, including completion of all Work in accordance with the terms specified herein, Principal Life shall, upon written demand from the Authority, promptly undertake and complete such performance or otherwise cause the same to be performed; provided that the obligations of Principal Life in connection with this guaranty or Contract shall not exceed the total amount of \$5,000,000 and shall remain in effect until the Authority's final acceptance of the Work.

D. ENGINEERING SERVICES AND INSPECTIONS

Contractor shall comply with all normal procedures required by the Authority including, but not limited to plan check, testing, and construction inspection(s). The Authority reserves the right to inspect all Work on the Improvements to the same standard as if the Improvements were an Authority-funded public improvement. Tenant agrees to furnish all engineering work lines and grades and copies of the Contract Documents needed for the Improvements. Tenant shall hire a licensed surveyor to do all survey work needed for this private construction Contract including an as-built survey. The surveyor must contact the Authority regarding format and information required on the as-built survey.

E. INSPECTION COORDINATION

Contractor shall contact the Authority's Engineering Department at 515-256-5000 24-hours before beginning construction and coordinate for inspection. Contractor shall notify the Tenant and the Authority Engineer in writing when all construction work, including the punch list and final cleanup, is completed so that the Authority Engineer can make a final inspection of the Work and the Tenant can order the as-built survey if required.

F. NON-DISCRIMINATION

Contractor hereby acknowledges and shall comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code. Contractor specifically shall not discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry or disability. Contractor shall include this provision in all subcontracts for this project.

G. PERMITS OBTAINED BY AUTHORITY OR CONTRACTOR

Tenant and Contractor shall obtain all federal, state, and local permits and pay all fees necessary for the contract Work including, but not limited to, building, grading, and NPDES permits. Tenant shall pay the Authority's administrative, inspection, and testing costs, if any. H. F. THIRD PARTY BENEFICIARY
Tenant and Contractor intend to make the Authority a third-party beneficiary of this Contract.

[Signatures on following page]

The parties are signing this contract as of the date written above in the introductory paragraph.

OPERATOR	CONTRACTOR
By _____	By _____
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Address _____	Address _____
City, State, ZIP _____	City, State, ZIP _____
Phone _____	Phone _____
Email _____	Email _____
Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above. _____ Name _____ Title	Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above. _____ Name _____ Title

CONTRACTOR IDENTIFICATION INFORMATION to be provided by:

1. All Contractors: Contractor's public registration number issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code: _____

2. Out-of-State Contractors: Contractor's Bond (State of Iowa, Division of Labor, Out-of-State Contractor Project Bond) pursuant to Section 91C.7 of the Iowa Code

Bond No: _____

Name of Surety: _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

EXHIBIT F
BOND FORMAT

Format for Performance, Payment, and Maintenance Bond follows on the next page.

Format for Owner's Payment Bond begins on page 30.



PERFORMANCE, PAYMENT & MAINTENANCE BOND
FOR PRIVATE CONSTRUCTION CONTRACTS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Contractor Name, as Principal (the “Contractor” or “Principal”), and Surety Name, as Surety, are held and firmly bound unto Operator Name, (the “Owner”) and the Des Moines Airport Authority (the “Jurisdiction” or “Authority”) as Obligees and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Contract Value 00/100 dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that the Contractor entered into a contract with Owner, dated the day of, (the “Contract”) in which the Contractor undertakes to construct the following described improvements at the Des Moines International Airport:

with the work also described in a Private Construction Contract dated the day of _____, and to faithfully perform all the terms and requirements of the Contract within the time specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

The following provisions are a part of this bond and are binding upon the Contractor and Surety:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of the Contract and Contract Documents, by reference made a part of this bond, for the above referenced improvements, and shall indemnify and save harmless the Obligees from all outlay and expense by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and Surety shall pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, where the same are not satisfied out of the portion of the contract price that the Owner retains until completion of the improvement.
3. **MAINTENANCE:** The Contractor and the Surety on this bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of the work;
- B. To keep all work in continuous good repair; and
- C. To pay the Obligees' reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repay the Obligees all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement to remedy defects extends to defects in workmanship and materials not discovered or known to the Obligees at the time the work was accepted.

GENERAL: Every Surety on this bond is held, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents that increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond will then be released as to such excess increase; and
- C. To consent without notice that this bond will remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension of the contract period, or within a period of time after the contract period has elapsed and liquidated damages are being charged against the Contractor.

The Principal and every Surety on this bond is bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That no provision of this bond or of any other contract is valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this bond.
- B. That the phrase "all outlay and expense" is not limited in any way but includes the actual and costs and expenses incurred by the Obligees including interest, benefits and overhead as applicable. Accordingly, "all outlay and expense" would include, but not be limited to, all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's attorneys), and all costs and expenses of litigation as they are incurred by the Obligees. It is intended the Contractor and Surety will defend and indemnify the Obligees on all claims made against the Obligees on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this bond will be fulfilled, and that the Obligees

will be fully indemnified so that they will be put in the position they would have been in had the Contract been performed in the first instance as required.

- C. In the event the Obligees incur any outlay and expense in defending themselves with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this bond, the Contractor and Surety shall make the Obligees whole for all outlay and expense, provided that the Surety's obligation under this bond will not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this bond, the parties agree that such actions or proceeding must be brought exclusively in Polk County, State of Iowa. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the Obligees to enforce the provisions of this bond or to collect the monetary obligation accruing to the benefit of the Obligees, the Contractor and Surety agree, jointly and severally, to pay the Obligees all outlay and expense incurred by the Obligees. All rights, powers, and remedies of the Obligees under this bond are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Obligees by law. The Obligees may proceed directly against the Surety whether or not action is brought against the Contractor or whether or not the Contractor is joined in the action.

NOW THEREFORE, the condition of this obligation is such that if the Principal faithfully performs all of the promises of the Principal in the Contract, in the Contract Documents, and in this bond, then this obligation will be null and void, otherwise it will remain in full force and effect.

The Contract and Contract Documents are hereby made a part of this bond. The attached Additional Obligor Rider is hereby made a part of this bond.

Witness our hands, in triplicate, this _____ day of _____, 20__.

<p>Company Name:</p> <p>_____</p> <p>By _____</p> <p>Signature Name</p> <p>_____</p> <p>Title</p>	<p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p>
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NOTE:

- 1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 2. This bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

**OWNER'S PAYMENT BOND
FOR PRIVATE CONSTRUCTION CONTRACTS
FOR AIRPORT IMPROVEMENTS**

That we, Tenant/Owner, as Principal, and Bonding Firm, as Surety are held and firmly bound unto the Des Moines Airport Authority as Obligee (the "Jurisdiction" or "Authority") and to all persons who may be injured by any breach of any of the conditions of this bond, in the penal sum of Contract Value 00/100 (\$ _____ .00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents. If Surety is obligated to pay part or all of the penal sum to the Jurisdiction, Surety shall pay, in addition to the penal sum above provided, all outlay and expense, including but not limited to attorneys fees and expert witness fees, incurred by the Jurisdiction in enforcing the Surety's obligations under this bond.

The conditions of the above obligations are such that whereas the Principal, entered into a certain contract with _____, (the "Contractor") bearing date the ____ day of _____, 2015, (the "Contract"), which is made a part of this bond, in which the Contractor undertakes and agrees to construct the following described improvements:

[project description]

The Contractor agreed to undertake and complete the above referenced improvements or project as specified in the contract documents and the Principal agreed to pay for the improvement.

The following provisions are a part of this bond and are binding upon the Principal and Surety:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of the Contract and Contract Documents, by reference made a part of this bond, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Principal's default or failure to perform as required. The Principal shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its contractors, subcontractors, suppliers, agents, and employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Principal and the Surety shall pay all just claims submitted by persons, firms, contractors, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this bond

is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, where the same are not satisfied out of the portion of the contract price that the Principal is required to retain until completion of the improvement.

3. GENERAL: Every Surety on this bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents that increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond will then be released as to such excess increase; and
 - C. To consent without notice that this bond will remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension of the contract period, or within a period of time after the contract period has elapsed and liquidated damages are being charged against the Contractor.

The Principal and every Surety on this bond is bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That no provision of this bond or of any other contract is valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this bond.
- B. That the phrase "all outlay and expense" is not limited in any way, but includes the actual and reasonable costs and expenses incurred by the Authority including interest, benefits and overhead as applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Authority on all claims made against the Authority on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this bond will be fulfilled, and that the Authority will be fully indemnified so that it will be put in the position it would have been in had the Contract been performed in the first instance as required.

- D. In the event the Authority incurs any outlay and expense in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this bond, the Contractor and Surety shall make the Authority whole for all such outlay and expense, provided that the Surety's obligation under this bond will not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this bond, the parties agree that such actions or proceeding must be brought exclusively in Polk County, State of Iowa. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the Authority to enforce the provisions of this bond or to collect the monetary obligation accruing to the benefit of the Authority, the Contractor and Surety agree, jointly and severally, to pay the Authority all outlay and expense incurred by the Authority. All rights, powers, and remedies of the Authority under this bond are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Authority may proceed directly against the Surety whether action is brought against the Contractor or whether or not the Contractor is joined in the action.

NOW THEREFORE, the condition of this obligation is such that if the Principal faithfully performs all of the promises of the Principal in the Contract, in the Contract Documents, and in this bond, then this obligation will be null and void, otherwise it will remain in full force and effect.

The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2026.

<p>Principal:</p> <p>(Company Name)</p> <p>_____</p> <p>Principal</p> <p>By _____</p> <p>Signature Name</p> <p>_____</p> <p>Title</p>	<p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p>
---	---

NOTE:

- 5. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 6. This bond must be sealed with the Surety's raised, embossing seal.**
- 7. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 8. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

EXHIBIT G

INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTORS

DES MOINES AIRPORT AUTHORITY STANDARD – MAJOR – CONSTRUCTION

INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and AUTHORITY throughout the duration of this Contract. Said insurance shall be provided by insurance companies “admitted” or “nonadmitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “A-.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the AUTHORITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the AUTHORITY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. Employer’s liability limits of \$1,000,000, 000/\$1,000,000/\$1,000,000 are required. *Waiver of Subrogation in favor of the AUTHORITY is required.*
- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the AUTHORITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

- C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. In addition to primary policy limits, Consultant shall procure and maintain Umbrella or Excess Insurance limits of no less than \$5,000,000. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- E. PROFESSIONAL LIABILITY INSURANCE: Professional Liability Insurance with a limit of not less than \$2,000,000, only if a professional service is being provided.
- F. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor's insurance shall be primary to that of the AUTHORITY and noncontributory to any other insurance or similar coverage available to the AUTHORITY whether the other available coverage is primary, contributing or excess. Any certificates of insurance furnished in accordance with this Agreement shall specify the Authority and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees have been added as additional insured as required under the Agreement.
- G. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

**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 Additional Insureds 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
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.

H. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The Workers Worker's Compensation & Employer's Liability Insurance, Compensation Insurance, General Liability Insurance, Umbrella/Excess Insurance and Automobile Liability Insurance policies shall be endorsed to provide the AUTHORITY with no less than thirty (30) days Advance Written Notice of Cancellation or Nonrenewal. ***Written notifications shall be sent to: Des Moines Airport Authority, Chief Executive Officer , 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***

I. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the AUTHORITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the AUTHORITY or the type of loss involved including 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 this Contract. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the AUTHORITY including its appointed officials, agents, employees and volunteers, and others working on its behalf.

- J. **PROOF OF INSURANCE:** The Contractor shall provide to the AUTHORITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under “Description of Operations/ Locations/Vehicle/Special Items”. A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. Concessionaire shall submit copies of all insurance policies to the Authority upon receipt of written request and at no cost to the Authority. ***Mail Certificates of Insurance and copies of insurance policies to: Des Moines Airport Authority, Chief Executive Officer , 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- K. **AGENTS AND SUBCONTRACTORS:** The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.
- L. **Occurrence vs. Claims-Made.** All policies must be written on an occurrence basis with exception of professional liability, which can be written on a claims-made basis. If the professional liability coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years following the expiration or termination of this Agreement.

3. **INDEMNIFICATION REQUIREMENTS**

For purposes of this section 3, the term “AUTHORITY” means the Des Moines Airport Authority and its appointed officials, agents, employees, volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the AUTHORITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the AUTHORITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor’s work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the sole negligence of the AUTHORITY.

Contractor’s obligation to indemnify the AUTHORITY contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The AUTHORITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under control of Contractor, except to the extent caused by or resulting from the sole negligence of the AUTHORITY.

Contractor expressly assumes responsibility for any and all damage caused to AUTHORITY property arising out of or in any way connected or associated with Contractor's work or services under this Contract, including its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on AUTHORITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

ATTACHMENT 1

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

ATTACHEMENT 2

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 12 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 _____ Email _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____

Signature and stamp of Notary Republic

Concessionaire Name Here

AIRPORT NEWS, GIFT and
RETAIL CONCESSION
AGREEMENT

DES MOINES INTERNATIONAL
AIRPORT

DES MOINES AIRPORT AUTHORITY
DES MOINES INTERNATIONAL AIRPORT
5800 FLEUR DRIVE, ROOM 207
DES MOINES, IOWA 50321-854

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TERMINAL BUILDING CONCESSION

AGREEMENT

CONCESSIONAIRE NAME

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 company organized and existing under the laws of the State of , ("Concessionaire") having its principal offices in city, state

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 news, gift, and retail concession at the Airport.

In response to the Authority's Request for Proposals, Concessionaire submitted a Proposal on January 6th, 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 news and gift 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.

"Chief Executive Officer " means the Chief Executive Officer of the Des Moines Airport Authority or his or her duly authorized representative who is designated by the Authority Board 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 January 1st and extending through December 31st. (The first year MAG will be pro-rated based on the Date of Beneficial Occupancy).

"Date of Beneficial Occupancy "means the date on which Concessionaire opens the retail space in full operation to travelers."

"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, or electronic payment, 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 include the sales revenues received or billed by Concessionaire from the sale of any item, including but not limited to, food products and beverages, books, magazines, newspapers, electronics, over-the-counter medications, traveler convenience items, clothing, luggage, and other services and products. Goods, work, or services furnished by any person or firm in lieu of payment in exchange for value received will be deemed to be cash sales. Gross Receipts do not include revenues from the following:

1. Taxes on Sales. Retail sales taxes, excise taxes, or related direct taxes on the consumer which are collected by Concessionaire on sales for remittance to the city, county, state, or federal government, provided all such taxes are properly accounted for and recorded;
2. Sale of Scrap, Equipment, or Uniforms. Receipts from the sale of waste or scrap materials resulting from the operation of Concessionaire's business on the Airport; receipts from the sale of or the trade-in value of furniture, fixtures or equipment used on the Leased Premises and owned by Concessionaire; receipts from the sale at cost of uniforms/clothing to Concessionaire's employees where such uniforms/clothing are required to be worn by employees;
3. Exchanges and Refunds from Suppliers. The value of any merchandise, supplies or equipment exchanged or transferred from or to other business locations of Concessionaire, where such exchanges or transfers are not made for the purpose of avoiding a sale by Concessionaire which would otherwise be made from or at the Leased Premises; receipts in the form of refunds, rebates, volume discounts, and promotions from, or the value of merchandise, supplies, or equipment returned to, shippers, suppliers, or manufacturers;
4. Refunded Receipts. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by Concessionaire, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
5. Tips. The amount of any gratuity paid or given by patrons or customers to employees of Concessionaire. Concessionaire's employees shall not, at any time while on the Airport, solicit tips.

"Leased Premises" means the space in the Terminal Building leased to Concessionaire under this Agreement as described in Exhibit A to this Agreement or as otherwise designated from time to time by the Chief Executive Officer (CEO).

"Privilege Fee" means the fee paid to the Authority as rent for the Leased Premises.

"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 depicted on Exhibit A-1 and A-2 as concession space to be used for the purposes specified in this Agreement. The Leased Premises may be modified by agreement between Concessionaire and Authority to replace Exhibit A without formal amendment of this Agreement.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 Initial Term. The full term of this Agreement shall consist of an interim term and regular term, as defined below:

The interim term of this Agreement shall commence on July 1, 2026, and shall end on the Date of Beneficial Occupancy. During this interim term, Concessionaire shall be permitted to build out their space in the new terminal.

The regular term of the Agreement shall commence on the Date of Beneficial Occupancy and continue for eight (8) years after, unless sooner terminated as herein provided.

- 3.2 Extension Term. At the expiration of the regular term stated in Section 3.1(B), this Agreement may be renewed for a two (2) year extension by mutual agreement between Concessionaire and the Authority. The extension term must be agreed upon no later than one hundred-eighty (180) days prior to the expiration of the prior term.

ARTICLE 4

RENT, FEES, AND CHARGES

4.1 Privilege Fee

As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to the Authority each Calendar 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 (MAG) or the Percentage Privilege Fee applicable to Gross Revenues, hereinafter defined as follows:

A. Privilege Fee – the greater of either:

1. _____% of the Concessionaire's annual Gross Revenues (Percent Privilege Fee);
or
2. the respective yearly amount shown as the Concessionaire's Minimum Annual Guarantee fee ("MAG")

B. Monthly payment shall be the greater of 1/12 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 Calendar 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 10th 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.

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 Privilege Fees.

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 (10) 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 keep true and accurate accounts, records, books, and data that will show in a standard acceptable form the income, including taxes, surcharges, and Gross Receipts, as separate line items of the business operated at and upon the Leased Premises, which books and records must be open for inspection by authorized representatives of the Authority during normal business hours. The Authority reserves the right, either directly, or through an agent, to make necessary detailed audits at any time during this Agreement period and for 12 months after the termination of this Agreement. In addition, Concessionaire agrees to furnish to the Authority annually a certified copy of an audit by Concessionaire's 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 120 days after the end of each calendar year.
- E. If at the end of any calendar year Concessionaire shall have paid to the Authority, less than the Privilege Fee as provided herein, the Concessionaire shall pay to the Authority within fifteen (15) days after the end of the calendar year a sum sufficient to bring its payments for said calendar year up to the amount of the Privilege Fee. If at the end of any calendar year Concessionaire shall have paid to the Authority more than the Privilege Fee, the Authority will credit Concessionaire's future rent.

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. Concessionaire shall keep true and accurate accounts, records, books, and data of all transactions related to the business conducted at each of the Concessionaire's Airport facilities. The accounts, records, books, and data must show, at 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 reasonable 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
Room 207
Des Moines, IA 50321

Reports/Remittance Notices: 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 of the Terminal Building in reasonable

repair and shall maintain approaches to the Terminal Building and the public ways adjacent thereto, subject to interruptions due to inclement weather.

- B. Authority agrees to furnish and maintain reasonable electrical, heating, and air conditioning for the Leased Premises.
- C. Authority shall provide automobile parking spaces 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.

5.2 Concessionaire Obligations Concessionaire 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 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 or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
- D. Concessionaire shall not keep or store flammable liquids on the Leased Premises.
- E. Concessionaire shall provide frequency protection 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.
- F. 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.
- G. 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).

- H. 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.

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 aloud, boisterous, or otherwise improper way, or be permitted to solicit business in an inappropriate manner.

Concessionaire shall require 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 general manager and assistant managers (at minimum) are required to qualify for apron access privileges which may include drivers training in order to receive and escort delivery trucks onto the airfield.

- 6.2. Manager. Concessionaire shall select and appoint a Manager of Concessionaire's operations at the Airport. Such person must be an outstanding, highly qualified, and experienced manager or supervisor of comparable operations, vested with full power and authority to accept service of all notices regarding operation of the concession business, including the quality and prices of products sold, and the appearance, conduct, and demeanor of Concessionaire's agents, personnel, servants: and employees. The Manager shall be assigned to a duty station or office at the Airport, where he or she shall ordinarily be available during regular business hours and where, at all times during the Manager's or other absences, a responsible subordinate shall be in charge and available. There should be a minimum of one manager contact on file at the Airport for issues that occur during and after hours.

- 6.3. Hours of Operation.

- A. Concessionaire agrees to open for business seven days a week beginning one hour

prior to the first scheduled departure of the day and closing after the final scheduled departure of the day has left the terminal building. Concessionaire shall operate the facilities for these hours until the CEO requests, from time to time, that hours be extended or authorizes hours to be altered.

- B. The CEO may, on 24 hours' notice to Concessionaire, require earlier opening times or later closing times for Concessionaire's operation. Concessionaire shall comply with any such request.
- C. Concessionaire may petition the CEO to authorize a later opening or earlier closing time, at least 30 days in advance, provided the CEO finds that a Concessionaire has submitted adequate justification for the change.
- D. If the hours of operation are altered without prior approval the concessionaire will be assessed the following fees per calendar year:

First Incident	\$200 per hour
Second Incident	\$500 per hour
Third Incident	\$1,000 per hour

Any incident over three within one calendar year will be subject to contract termination.

6.4 Merchandise.

- A. All merchandise sold by Concessionaire is subject to the approval of the CEO. Concessionaire agrees to stop selling any merchandise found to be indecent, vulgar, inappropriate, or offensive in the judgment of the CEO.
- B. Concessionaire agrees to obtain merchandise for resale from Iowa-based companies wherever possible.

6.5 Prices. All retail items with a pre-marked price shall be sold at that price. All other items offered for sale by Concessionaire must be priced in comparison to like facilities selling similar products to the general public. "Like facilities" generally means establishments selling similar products located in other U.S. commercial service airports. "Comparable prices" generally means prices no more than 10% over the average of a minimum of three (3) like facilities for similar items of similar portions and presentations. What constitutes "like facilities" and "comparable prices" will be determined solely by the Authority, and Concessionaire agrees that the Authority's decision is final.

6.6 Cash and Record Handling Requirements. Concessionaire shall prepare and submit a description of its cash handling and sales recording systems and equipment to the CEO. When approved, such systems and equipment, including any revisions approved by the CEO, must be utilized by Concessionaire in its operations at the Airport.

- A. Cash Registers. Concessionaire shall accurately record each sale on a point of sale

register acceptable to the CEO. Such registers must be non-resettable and sufficient to supply an accurate record of all sales, refunds, taxes, etc. on tape or otherwise as directed by the Authority. Such register must have a sale item display visible to the purchaser.

- B. Credit Cards/Payments Customers must be permitted to utilize at a minimum, all major credit cards for the purchase of merchandise including but not limited to: Mastercard, Visa, American Express and Discover. In addition, customers must be permitted at a minimum to utilize Apple Pay and Google Pay as options. Additional technological payment advancements may be required as requested by the Authority CEO.

6.7 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. Install Unauthorized Locks. Place any additional lock of any kind upon any window or interior or exterior door in the Leased Premises or make any change in any existing door or window lock unless a key is maintained on the Leased Premises. In the event of the loss of any keys furnished by the Authority, Concessionaire shall pay to the Authority, on demand, the cost for replacement keys and the cost of re-keying Airport locks. Authority shall maintain, and appropriately secure, keys that afford access to the Leased Premises.
- D. 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.

- 6.8 Signs, Advertising, and Displays. Concessionaire shall not erect, construct, or place any sign, advertisement, or display upon any portion of the Terminal Building outside of the Leased Premises without first obtaining the written approval of the Authority.

Upon the termination, cancellation, or expiration of this Agreement, Concessionaire shall remove, obliterate, or paint over all of its signs, advertising, and displays as the CEO may direct. If Concessionaire fails to do so, the Authority may cause the work to be performed at the expense of Concessionaire plus an administrative fee.

- 6.9 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.

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 retail merchandise items submitted in its Proposal on January 6, 2026 shown in Exhibit C attached, within the layout and decor. Concessionaire shall also have the right to sell to the public such other news and gift items as may be approved herein. Concessionaire shall be required to offer for sale those items listed in Exhibit D and shall be permitted to sell other items as listed in Exhibit D of this Agreement.
- 7.3 General Obligation to Operate. Within the Leased Premises, Concessionaire shall provide retail sales for passengers 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 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 a reasonable charge 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 design and build out the Premises as outlined in its proposal dated January 6, 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.
- A. The Authority shall deliver the Leased Premises to the Concessionaire "AS IS" except or furniture, furnishings, equipment, removable fixtures, and supplies. The improvements owned by the Authority include interior walls, ceilings, floor coverings, 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.
- B. The Authority shall deliver the Retail space and the Retail storage space in a condition that is suitable for the Concessionaire to begin their approved improvement plans.
- 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 Initial Improvement Financial Obligation. Concessionaire guarantees that it will make capital investments for said concession, exclusive of any capital improvements made by the Authority, in an amount of not less than \$xxxxxxx.xx Said amount shall be expended on the initial improvements constructed and in accordance with Concessionaire's proposal dated January 6, 2026. Concessionaire shall provide the Authority with receipts and other suitable documentation of its required expenditure. Concessionaire shall pay to the Authority an amount equal to the shortfall, if any, between its total proposed investment and its actual investment within 120 days after the last facility constructed is opened to the public. Should the costs to make the referenced improvements exceed the minimum required amount as stated above, additional costs shall be the sole responsibility of the Concessionaire.

8.5 Mid-Term Refurbishments. On or before the 5th year of the Agreement, (January 1, 2032) Concessionaire shall upgrade and refurbish the permanent Leased Premises (The "Midterm Refurbishment") in a manner acceptable to the Authority to maintain an attractive and inviting appearance to customers. In order to permit the timely completion of the Midterm Refurbishments, not later than July 31, 2031, Concessionaire shall submit to the Authority Concessionaire's proposed schedule and plan of refurbishment, specifically identifying those repairs and Alterations. The Midterm Refurbishments shall be of quality equal to or better than the Initial Improvements, and all work (including, but not limited to, any Alterations) shall be subject to the prior written approval of the Authority. Unless otherwise expressly approved by the Authority, Concessionaire's investment in the Midterm Refurbishments shall be not less than twenty (20%) of the Initial Investment Amount (the "Minimum Reinvestment").

Concessionaire shall proceed with implementation schedule as approved by the Authority to construct the Midterm Refurbishments. In the event that Concessionaire has not completed the Midterm Refurbishments by the Midterm Deadline, Concessionaire shall, in addition to (and not in lieu of) any other rights or remedies the Authority may have (whether under this Lease Agreement or in law or in equity), 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 as stated in the rates and charges for overhead, to be paid by Concessionaire to the Authority on demand.

8.6 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.

8.7 Concessionaire Improvements. Improvements by Concessionaire shall be completed through the Authority's Private Construction Agreement. 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 a Private Construction Agreement between Concessionaire and Authority.

8.8 Construction Surety Bond. Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds \$10,000 in cost, Concessionaire or its contractor shall furnish to Authority, and without expense to Authority, a surety bond, issued by a surety company licensed to transact business in the State of Iowa and satisfactory to and approved by Authority with Concessionaire's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect Authority from any liability, losses, or damages arising there from.

8.9 Authority Approval of Improvements. Prior to any work being done, Concessionaire shall obtain the Authority's written approval of all plans and specifications. The construction, including permits and approvals, of any and all areas included under this Agreement, shall be formalized through a Private Construction Agreement between Concessionaire and a contractor chosen by the Concessionaire. All permits shall be obtained by Concessionaire and/or its contractors through the City of Des Moines Permits and Development Center. All inspections during construction will abide by the City of Des Moines regulations.

8.10 Overall Construction Program. Prior to the construction and installation of any improvements, Concessionaire shall first prepare an overall program including a time schedule for same, which shall be subject to approval of the Authority. The schedule shall include as a minimum the following milestones: (1) Conceptual Design; (2) Design Development; (3) Construction Documents; (4) Plan Check and Permit; (5) Bid; (6) Construction; and (7) Date of Beneficial Occupancy (when Concessionaire will begin operation in the Leased Premises).

8.11 Utilities - Installation. The Authority will provide utilities to a point within each Leased Premises area as of the date that the Authority delivers the Leased Premises to Concessionaire. Concessionaire will be responsible for any relocation of utilities from the location provided by the Authority and for distribution of utilities within the Leased

Premises.

- 8.12 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.
- 8.13 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.
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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): (1) a certificate certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all applicable laws, rules, ordinances, and governmental rules, regulations, and orders; (2) two complete, reproducible sets of as-built drawings covering the structural and other improvements installed by Concessionaire in the concession areas plus the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts, and related matters.

Concessionaire shall keep said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the premises; and (3) as installation of the foregoing structural and equipment items, including counters, partitions and furnishing and the interior design and decor is completed, duplicated receipted invoices on all materials and labor costs incurred in their installation which Concessionaire enters on its records as representing its capital expenditures in the concession areas.

8.18 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.

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, and the improvements caused by Concessionaire, its employees, agents, independent contractors, patrons, servants, or invitees. 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 fee found in the Rules and Regulations for administrative costs, will be added to the rent and payable as additional rent.
- 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 found in the 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 Chief Executive Officer, 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.
- 9.5 Pest Control. Concessionaire shall be solely responsible for a pest-free environment

within its leasehold area by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control shall conform to federal, state, and local laws and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals, and pets. Pests referenced above include, but are not limited to, cockroaches, ants, rodents, silverfish, earwigs, spiders, weevils, and crickets. Whenever the Authority deems that pest control services must be provided to a building or area that includes premises under this Agreement, Concessionaire shall pay for the costs of services provided for its premises under this Agreement.

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 a Disadvantaged Business Enterprise (DBE) Plan in August 2023, 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 ACDBE 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 ACDBE 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 ACDBE(s) that may participate in this Agreement. This information will include the name and address of each ACDBE, a description of the work to be performed by each named DBE and the dollar value of the ACDBE's contracted participation. The Concessionaire will also provide information as requested by the Airport describing the purchase or lease of goods or services from ACDBE(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. Notwithstanding the foregoing, Authority shall at all times and in all respects be required to comply with all environmental laws relating to hazardous materials that exist in the Leased Premises before Authority delivers the Leased Premises to Concessionaire.

- 11.2 Violations. Concessionaire shall provide 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. Concessionaire, however, shall not be responsible for payment of fines or costs to abate conditions, including hazardous materials, that exist in the Leased Premises before Authority delivers the Leased Premises to Concessionaire unless Concessionaire's failure to exercise reasonable care with respect to the condition materially contributes to or exacerbates the condition.
- 11.4 Storm Water Regulations and Ordinances. Concessionaire agrees to abide by all federal, state, and local rules, regulations, statutes, ordinances, and laws in effect now or in the future concerning storm water requirements.
- 11.5 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 Safety Data Sheets (MSDS) for all chemical-containing products to which its employees are exposed. If there is a question concerning whether a MSDS 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 00 01, Ed 04/13) with standard exclusions "a" through "q" or an equivalent acceptable to Authority. The policy shall be endorsed to provide an Aggregate Per Location Endorsement.
- 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 (d) 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: Contract Administrator, 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.
- I. Changes in Coverage Limits. If, during the term of this Agreement, the Chief Executive Officer, in consultation with Authorities Risk Management Office, determines that the limits of coverage are insufficient, Authority shall provide Concessionaire with 60 days written notice of any required changes. Concessionaire shall submit to the Chief Executive Officer new Certificate(s) of Insurance indicating that the required changes have been affected. Said certificates shall be submitted to the Chief Executive Officer prior to the expiration of the 60-day notification period.

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 Leased 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 30 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.
- 13.6 Lease Rate Increases. If this Agreement is terminated due to the damage or destruction of the Leased Premises, Authority shall not be responsible for any increased lease payments charged to Concessionaire upon its relocation from the Leased Premises.

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.

15.5 Sublet by Concessionaire.

- A. If Concessionaire, directly or indirectly, subleases any portion of the Leased Premises without first obtaining the written consent of Authority, such act will constitute a default under this Agreement and the Authority may terminate this Agreement or exercise any other remedies for default by Concessionaire. In considering whether to grant consent to an assignment or other transfer, the Authority may choose to consider its own best interests without considering the effect on Concessionaire of a denial of the request.
- B. Concessionaire shall accompany any request to sublease the Leased Premises with a copy of the proposed document. The area or space to be subleased and the rent to be charged must be specified and Concessionaire shall promptly provide all other information requested by the Chief Executive Officer pertaining to the transaction. A fully executed copy of the document must be submitted to the Chief Executive Officer for final review no later than 30 days prior to occupancy of any part of the Leased Premises and must receive the written approval of the Authority.
- C. No sublease will relieve Concessionaire of its obligations under this Agreement.
- D. In the event of a sublease where the lease rates, fees, and charges for the subleased premises exceed the fees and charges payable by Concessionaire for the premises pursuant to this Agreement, Concessionaire shall pay to Authority the excess of the lease rates, fees, and charges received from the subtenant over that specified to be paid by Concessionaire.

15.6 Bankruptcy Assignment. Sections 15.1 through 15.5 shall not apply to any valid assumption or assignment of this Agreement, or any part thereof, by a trustee, or Concessionaire, as a debtor in possession under Section 365 of the Bankruptcy Code, provided, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy code is to be provided, in writing, as a condition of this Agreement. Such assurance shall include, but shall not be limited to:

- A. Adequate assurance of the reliability of the proposed source for the payments due under this Agreement upon the assumption or assignment of this Agreement;
- B. Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and
- C. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by Authority.

15.7 Consent. Consent by Authority to any type of transfer provided for by this Article 15 is not in any way to be construed to relieve Concessionaire from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

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

General Civil Rights Provisions

In all its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire

The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

17.1 Compliance with Nondiscrimination Requirements

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire"), agrees as follows:

- A. Compliance with Regulations: The Concessionaire (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 Lease.
- B. Nondiscrimination: The Concessionaire, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C.Solicitations for Subcontracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Concessionaire 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 Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D.Information and Reports: The Concessionaire 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 Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E.Sanctions for Noncompliance: In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F.Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs 12.01 through 12.07 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

17.2 Clauses for Transfer of Real Property Acquired or Improved under the Airport Improvement Program

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

A. The Concessionaire 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 Lease 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 Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and 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 this Lease, in the event of breach of any of the above Nondiscrimination covenants, the Lessor 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

17.3 Non-Discrimination

- A. The Concessionaire 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (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 Concessionaire will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to Concessionaire in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

17.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") 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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

17.5 Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this Lease incorporate by reference the provisions of 29 CFR part 201, *et seq.*, 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 Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17.6 Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this Lease incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

17.7 Right of Development

The Lessor 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 Concessionaire, and without interference or hindrance, provided however, that Lessor shall keep Concessionaire reasonably informed of any development or improvement of the landing area of the Airport that may impact the Consolidated Aircraft Fuel Facility System or Concessionaire's operations.

17.8 Right to Maintain

The Lessor reserves the right, but shall not be obligated to the Concessionaire, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport.

17.9 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 Leased Premises. 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.

17.10 Just Services

Concessionaires agree to furnish and shall require and assure that Operator furnishes service on a fair, equal and not unjustly or unlawfully discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly or unlawfully discriminatory prices for each unit of service.

17.11 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.

17.12 Subordination To Agreements

This Agreement and all other agreements referenced herein are subject and subordinate to the provisions of any agreements heretofore or hereafter made between Lessor and the United States of America and/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 Lessor for Airport purposes, or to the expenditure of Federal or State of Iowa funds for the improvement of 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. Provided however, that Concessionaire's possession of the Leased Premises shall not be unreasonably disturbed so long as Lessee is not in default under the terms of the Agreement.

17.13 Access to Facilities

Concessionaire shall be responsible for ensuring that for all facilities within Leased Premises, accessible facilities and services will be provided to individuals with disabilities which meet the requirements of 49 CFR 27.71, applicable ADA rules of the Department of Transportation and Department of Justice for applicable Air Carrier Access Act rules (14 CFR part 382) for carriers and other applicable federal regulations when required by said statutes or regulations.

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 in 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 Warranty. Concessionaire warrants that it has at least five years successful experience in the marketing, development, operating and management of a retail locations that involves Gross Receipts of \$3,000,000 or more per year.
- 18.6 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.
- 18.7 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.
- 18.8 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.

- 18.9 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.
- 18.10 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.
- 18.11 Amendments. Any and all changes or amendments to this Agreement must be in writing and duly executed by all parties.
- 18.12 Licenses and Permits. Concessionaire shall obtain and/or maintain all applicable licenses and permits required by federal, state, or local law.
- 18.13 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.
- 18.14 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.

18.15 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.

18.16 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.

18.17 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.

18.18 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.

18.19 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.

18.20 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.

18.21 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.

18.22 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
E-mail: afredricks@flydsm.com

Concessionaire:
Company Name
Street Address
City, State, Zip
Telephone: (123) 456-7890
E-mail:

- 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.

18.23 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.

18.24 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.

- 18.25 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.
- 18.26 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.
- 18.27 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.
- 18.28 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.
- 18.29 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.

SIGNATURES ARE ON THE FOLLOWING PAGE

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

DES MOINES AIRPORT AUTHORITY

COMPANY NAME HERE

By:

By: _____

Christine Lauridsen Sand
Board Chairperson

Name: _____

Title: _____

ATTEST:

ATTEST:

Mary Benson
Board Clerk

Name
Title

EXHIBIT A-1
LEASED PREMISES—RETAIL LOCATIONS
(Second Floor/Concourse)

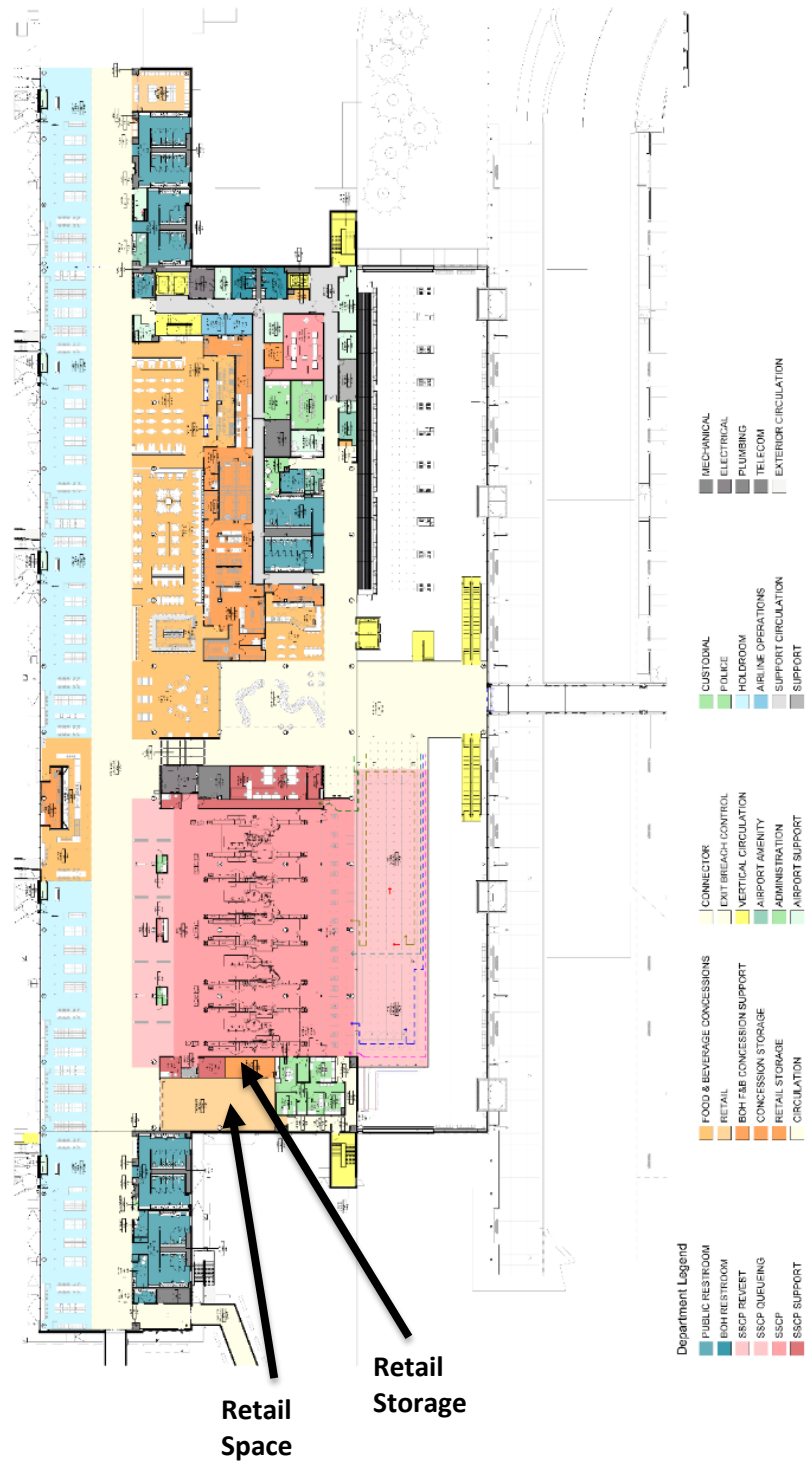


EXHIBIT A-2
LEASED PREMISES—RETAIL LOCATIONS
(Second Floor/Concourse)

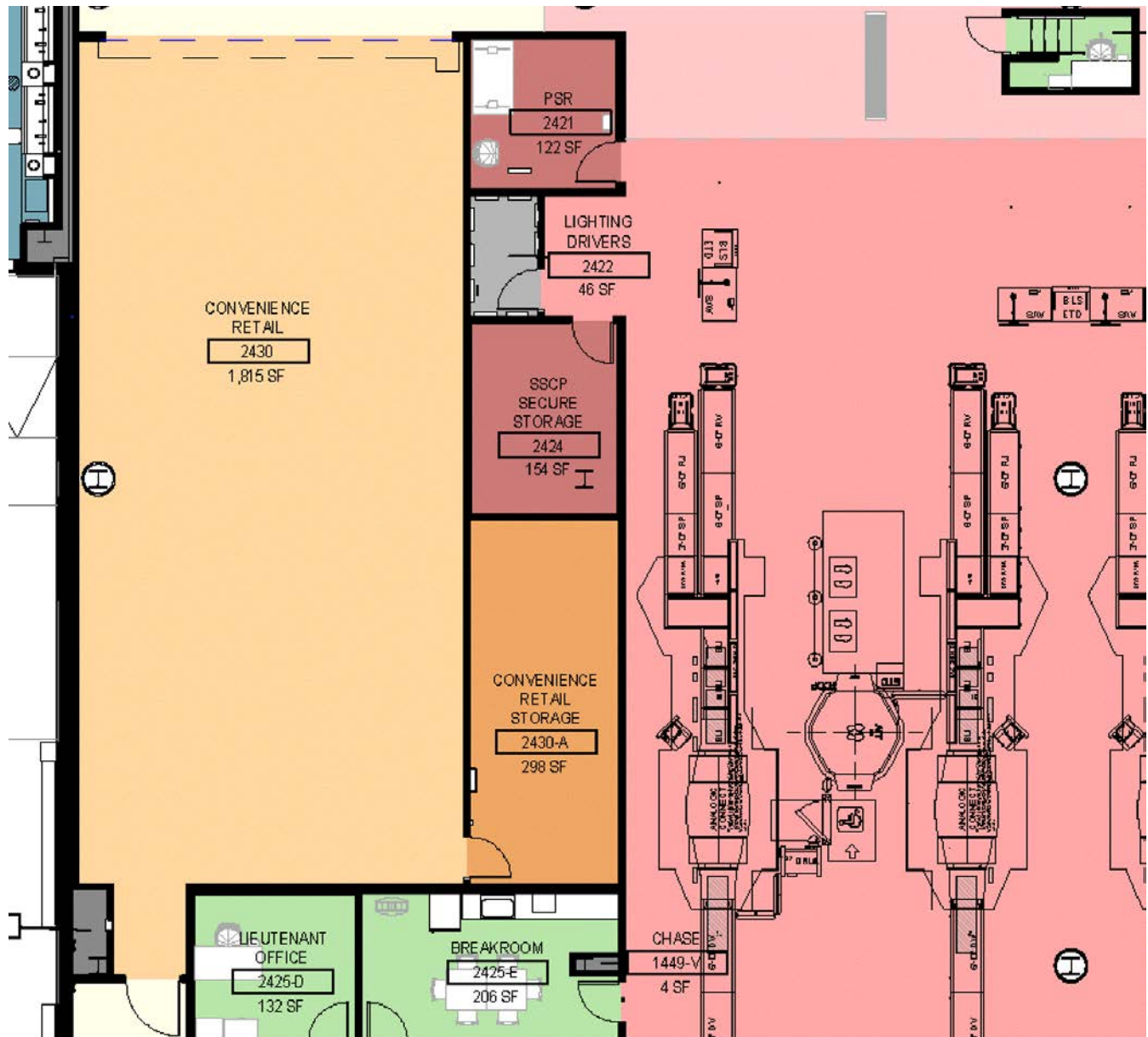


Exhibit B
Insurance Endorsements

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 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

EXHIBIT D

MERCHANDISE

At a minimum, Concessionaire must offer all required items for sale to the public for the term of this Concession Agreement. Concessionaire agrees that the Authority has final approval over all items offered for sale.

REQUIRED ITEMS

- Magazines
- Books
- Non-prescription medications
- Traveler necessity items (deodorant, toothpaste, shaving needs, diapers, etc.)
- Traveler convenience items (cell phone chargers & USB cords, neck pillows, earbuds, etc.)
- Pre-packaged snacks and beverages
- Gum and mints
- Souvenir and non-souvenir gift items

PERMITTED ITEMS--Concessionaire may also offer any of the permitted items listed below without prior approval from the Chief Executive Officer

- Men's, women's, and children's apparel
- Sunglasses
- Toys, puzzles, and games
- Leather goods
- Jewelry
- Luggage
- Personal electronics
- Sauces and salsas
- Art and pottery pieces created by local artists

All other items offered for sale must be approved by the CEO prior to sale.

EXHIBIT E

PRIVATE CONSTRUCTION AGREEMENT

Form for Private Construction Agreement follows on the next page.

Sample

ENGINEERING DEPARTMENT
DES MOINES AIRPORT AUTHORITY

Activity ID _____
Contract No. _____



PRIVATE CONSTRUCTION CONTRACT

This contract is made and entered into on _____, 20____, by and between _____, ("Operator") and _____, ("Contractor");

Contractor and Operator agree as follows:

ARTICLE I: SCOPE OF WORK

SUDAS Standard Specifications, 2024 Edition, apply to the project under this Contract and Contractor shall construct the project in accordance with the SUDAS Standard Specifications, as further modified by supplemental specifications and special provisions included in the Contract Documents. This Contract includes all Contract Documents, as defined in the SUDAS Standard Specifications. Contractor shall complete the work comprising the below referenced Improvements or project as specified in the plans that Operator has filed in the office of the Des Moines Airport Authority Engineer. The Contractor shall complete the Work in strict accordance with the Contract Documents and guarantee the Work for the time required in the Contract Documents after acknowledgment of completion and acceptance by the Des Moines Airport Authority (the "Jurisdiction" or "Authority"). Contractor shall construct the following described improvements:

Project description:

Build out of Retail space for new, gifts and retail concessions. The space is approximately 1,815 Sq. Ft. of retail space along with approximately 298 Sq. Ft. of storage.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence the work no later than July 1, 2026, and fully complete the work no later than December 1, 2026.

ARTICLE III: CONTRACT PRICE AND PAYMENT

Upon performance of this private construction Contract by Contractor, Operator shall pay Contractor the contract price, which payment will be in full compensation and settlement for the work. Except as provided elsewhere in this contract, the details regarding actual payment by Operator to Contractor for completed work is between Operator and Contractor; however, as between the Jurisdiction and Operator, the Operator is solely responsible for the work, and completion of the work, until the Jurisdiction finally accepts the work. The Jurisdiction's final acceptance of the construction or work will occur when the Authority Engineer issues a written final approval that the project has been constructed, cleaned up, and completed in apparent substantial compliance with the Contract Documents. Final acceptance does not constitute an acceptance of any unauthorized work, or acceptance of defective work or improper material.

ARTICLE IV: GENERAL

A. PERFORMANCE, PAYMENT AND MAINTENANCE

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of this Contract, the construction contract entered into between Owner Tenant and Contractor dated _____, 2026, and the Contract Documents (collectively the “Construction Contracts”), for the above referenced Improvements, and shall indemnify and save harmless Tenant and the Authority from all outlay and expense by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Construction Contracts by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Construction Contracts.

PAYMENT: The Contractor shall pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Construction Contracts including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, where the same are not satisfied out of the portion of the contract price that Tenant retains until completion of the Improvements.

MAINTENANCE: The Contractor hereby agrees, at its own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Construction Contracts within the Warranty Period, by reason of defects in workmanship or materials used in construction of the Work (“Maintenance Period”);
- B. To keep all Work in continuous good repair during the Maintenance Period; and
- C. To pay Tenant and the Authority’s reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repay the Tenant and Authority for all outlay and expense incurred as a result of Contractor’s failure to remedy any defect as required by this section. Contractor’s agreement to remedy defects extends to defects in workmanship and materials not discovered or known to Tenant and the Authority at the time the Work was accepted.

B. INSURANCE AND INDEMNITY

Contractor shall provide the insurance required by Section 1070, Part 3 – Bonds and Insurance, of the SUDAS Standard Specifications through the period covered by this Contract until final acceptance of the Improvements by Tenant. Contractor shall defend, indemnify, and hold harmless the Authority and its officers, agents, and employees in accordance with Section 1070, 3.03 Contractor’s Indemnity - Contractual Liability Insurance. Contractor shall provide, on the form provided, a Performance, Payment and Maintenance Bond in the full amount of this contract with the maintenance period of four years.

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Authority against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the Authority by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor’s work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act or omission of the Authority or the Authority’s employees, consultants, agents or others for whom the Authority is responsible.

Contractor's obligation to indemnify the Authority contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The Authority shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act or omission of the Authority or the Authority's employees, consultants, agents or others for whom the Authority is responsible.

Contractor expressly assumes responsibility for any and all damage caused to Authority property arising out of or in any way connected or associated with Contractor's Work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on Authority property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

C. GUARANTY OF PERFORMANCE

In the event Contractor fails, neglects, or refuses to perform its obligations under this Contract, including completion of all Work in accordance with the terms specified herein, Principal Life shall, upon written demand from the Authority, promptly undertake and complete such performance or otherwise cause the same to be performed; provided that the obligations of Principal Life in connection with this guaranty or Contract shall not exceed the total amount of \$5,000,000 and shall remain in effect until the Authority's final acceptance of the Work.

D. ENGINEERING SERVICES AND INSPECTIONS

Contractor shall comply with all normal procedures required by the Authority including, but not limited to plan check, testing, and construction inspection(s). The Authority reserves the right to inspect all Work on the Improvements to the same standard as if the Improvements were an Authority-funded public improvement. Tenant agrees to furnish all engineering work lines and grades and copies of the Contract Documents needed for the Improvements. Tenant shall hire a licensed surveyor to do all survey work needed for this private construction Contract including an as-built survey. The surveyor must contact the Authority regarding format and information required on the as-built survey.

E. INSPECTION COORDINATION

Contractor shall contact the Authority's Engineering Department at 515-256-5000 24-hours before beginning construction and coordinate for inspection. Contractor shall notify the Tenant and the Authority Engineer in writing when all construction work, including the punch list and final cleanup, is completed so that the Authority Engineer can make a final inspection of the Work and the Tenant can order the as-built survey if required.

F. NON-DISCRIMINATION

Contractor hereby acknowledges and shall comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code. Contractor specifically shall not discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry or disability. Contractor shall include this provision in all subcontracts for this project.

G. PERMITS OBTAINED BY AUTHORITY OR CONTRACTOR

Tenant and Contractor shall obtain all federal, state, and local permits and pay all fees necessary for the contract Work including, but not limited to, building, grading, and NPDES permits. Tenant shall pay the Authority's administrative, inspection, and testing costs, if any. H. F. THIRD PARTY BENEFICIARY
Tenant and Contractor intend to make the Authority a third-party beneficiary of this Contract.

[Signatures on following page]

Sample

The parties are signing this contract as of the date written above in the introductory paragraph.

OPERATOR	CONTRACTOR
By _____	By _____
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Address _____	Address _____
City, State, ZIP _____	City, State, ZIP _____
Phone _____	Phone _____
Email _____	Email _____
Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above. _____ Name _____ Title _____	Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above. _____ Name _____ Title _____

CONTRACTOR IDENTIFICATION INFORMATION to be provided by:

1. All Contractors: Contractor's public registration number issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code: _____

2. Out-of-State Contractors: Contractor's Bond (State of Iowa, Division of Labor, Out-of-State Contractor Project Bond) pursuant to Section 91C.7 of the Iowa Code

Bond No: _____

Name of Surety: _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

EXHIBIT F
BOND FORMAT

Format for Performance, Payment, and Maintenance Bond follows on the next page.

Format for Owner's Payment Bond begins on page 30.

Sample



PERFORMANCE, PAYMENT & MAINTENANCE BOND
FOR PRIVATE CONSTRUCTION CONTRACTS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Contractor Name, as Principal (the "Contractor" or "Principal"), and Surety Name, as Surety, are held and firmly bound unto Operator Name, (the "Owner") and the Des Moines Airport Authority (the "Jurisdiction" or "Authority") as Obligees and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Contract Value 00/100 dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that the Contractor entered into a contract with Owner, dated the day of, (the "Contract") in which the Contractor undertakes to construct the following described improvements at the Des Moines International Airport:

with the work also described in a Private Construction Contract dated the day of _____, and to faithfully perform all the terms and requirements of the Contract within the time specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

The following provisions are a part of this bond and are binding upon the Contractor and Surety:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of the Contract and Contract Documents, by reference made a part of this bond, for the above referenced improvements, and shall indemnify and save harmless the Obligees from all outlay and expense by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and Surety shall pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, where the same are not satisfied out of the portion of the contract price that the Owner retains until completion of the improvement.
3. **MAINTENANCE:** The Contractor and the Surety on this bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of the work;
 - B. To keep all work in continuous good repair; and

- C. To pay the Obligees' reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repay the Obligees all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement to remedy defects extends to defects in workmanship and materials not discovered or known to the Obligees at the time the work was accepted.

GENERAL: Every Surety on this bond is held, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents that increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond will then be released as to such excess increase; and
- C. To consent without notice that this bond will remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension of the contract period, or within a period of time after the contract period has elapsed and liquidated damages are being charged against the Contractor.

The Principal and every Surety on this bond is bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That no provision of this bond or of any other contract is valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this bond.
- B. That the phrase "all outlay and expense" is not limited in any way but includes the actual and costs and expenses incurred by the Obligees including interest, benefits and overhead as applicable. Accordingly, "all outlay and expense" would include, but not be limited to, all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's attorneys), and all costs and expenses of litigation as they are incurred by the Obligees. It is intended the Contractor and Surety will defend and indemnify the Obligees on all claims made against the Obligees on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this bond will be fulfilled, and that the Obligees will be fully indemnified so that they will be put in the position they would have been in had the Contract been performed in the first instance as required.
- C. In the event the Obligees incur any outlay and expense in defending themselves with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this bond, the Contractor and Surety shall make the Obligees whole for all outlay and expense, provided that the Surety's obligation under this bond will not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this bond, the parties agree that such actions or proceeding must be brought exclusively in Polk County, State of Iowa. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the Obligees to enforce the provisions of this bond or to collect the monetary obligation accruing to the benefit of the Obligees, the Contractor and Surety agree, jointly and severally, to pay the Obligees all outlay and expense incurred by the Obligees. All rights, powers, and remedies of the Obligees under this bond are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Obligees by law. The Obligees may proceed directly against the Surety whether or not action is brought against the Contractor or whether or not the Contractor is joined in the action.

NOW THEREFORE, the condition of this obligation is such that if the Principal faithfully performs all of the promises of the Principal in the Contract, in the Contract Documents, and in this bond, then this obligation will be null and void, otherwise it will remain in full force and effect.

The Contract and Contract Documents are hereby made a part of this bond. The attached Additional Obligor Rider is hereby made a part of this bond.

Witness our hands, in triplicate, this _____ day of _____, 20__.

<p>Company Name:</p> <p>_____</p> <p>By _____</p> <p>Signature Name</p> <p>_____</p> <p>Title</p>	<p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p>
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NOTE:

- 1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 2. This bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

**OWNER'S PAYMENT BOND
FOR PRIVATE CONSTRUCTION CONTRACTS
FOR AIRPORT IMPROVEMENTS**

That we, Tenant/Owner, as Principal, and Bonding Firm, as Surety are held and firmly bound unto the Des Moines Airport Authority as Obligee (the "Jurisdiction" or "Authority") and to all persons who may be injured by any breach of any of the conditions of this bond, in the penal sum of Contract Value 00/100 (\$ _____ .00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents. If Surety is obligated to pay part or all of the penal sum to the Jurisdiction, Surety shall pay, in addition to the penal sum above provided, all outlay and expense, including but not limited to attorneys fees and expert witness fees, incurred by the Jurisdiction in enforcing the Surety's obligations under this bond.

The conditions of the above obligations are such that whereas the Principal, entered into a certain contract with _____, (the "Contractor") bearing date the ____ day of _____, 2026, (the "Contract"), which is made a part of this bond, in which the Contractor undertakes and agrees to construct the following described improvements:

[project description]

The Contractor agreed to undertake and complete the above referenced improvements or project as specified in the contract documents and the Principal agreed to pay for the improvement.

The following provisions are a part of this bond and are binding upon the Principal and Surety:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of the Contract and Contract Documents, by reference made a part of this bond, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Principal's default or failure to perform as required. The Principal shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its contractors, subcontractors, suppliers, agents, and employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Principal and the Surety shall pay all just claims submitted by persons, firms, contractors, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, where the same are not satisfied out of the portion of the contract price that the Principal is required to retain until completion of the improvement.
3. **GENERAL:** Every Surety on this bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time in which to perform the Contract;

- B. To consent without notice to any change in the Contract or Contract Documents that increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond will then be released as to such excess increase; and
- C. To consent without notice that this bond will remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension of the contract period, or within a period of time after the contract period has elapsed and liquidated damages are being charged against the Contractor.

The Principal and every Surety on this bond is bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That no provision of this bond or of any other contract is valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this bond.
- B. That the phrase "all outlay and expense" is not limited in any way, but includes the actual and reasonable costs and expenses incurred by the Authority including interest, benefits and overhead as applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Authority on all claims made against the Authority on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this bond will be fulfilled, and that the Authority will be fully indemnified so that it will be put in the position it would have been in had the Contract been performed in the first instance as required.
- D. In the event the Authority incurs any outlay and expense in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this bond, the Contractor and Surety shall make the Authority whole for all such outlay and expense, provided that the Surety's obligation under this bond will not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this bond, the parties agree that such actions or proceeding must be brought exclusively in Polk County, State of Iowa. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the Authority to enforce the provisions of this bond or to collect the monetary obligation accruing to the benefit of the Authority, the Contractor and Surety agree, jointly and severally, to pay the Authority all outlay and expense incurred by the Authority. All rights, powers, and remedies of the Authority under this bond are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Authority may proceed directly against the Surety whether action is brought against the Contractor or whether or not the Contractor is joined in the action.

NOW THEREFORE, the condition of this obligation is such that if the Principal faithfully performs all of the promises of the Principal in the Contract, in the Contract Documents, and in this bond, then this obligation will be null and void, otherwise it will remain in full force and effect.

The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2026.

<p>Principal:</p> <p>(Company Name)</p> <p>_____</p> <p>Principal</p> <p>By _____</p> <p>Signature Name</p> <p>_____</p> <p>Title</p>	<p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p>
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NOTE:

- 5. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 6. This bond must be sealed with the Surety's raised, embossing seal.**
- 7. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 8. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

EXHIBIT G

INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTORS

DES MOINES AIRPORT AUTHORITY STANDARD – MAJOR – CONSTRUCTION

INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and AUTHORITY throughout the duration of this Contract. Said insurance shall be provided by insurance companies “admitted” or “nonadmitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “A-.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the AUTHORITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the AUTHORITY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. Employer’s liability limits of \$1,000,000, 000/\$1,000,000/\$1,000,000 are required. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.
- C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor’s business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. In addition to primary policy limits, Consultant shall procure and maintain Umbrella or Excess Insurance limits of no less than \$5,000,000. ***Waiver of Subrogation in favor of the AUTHORITY is required.***

- E. PROFESSIONAL LIABILITY INSURANCE: Professional Liability Insurance with a limit of not less than \$2,000,000, only if a professional service is being provided.
- F. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor's insurance shall be primary to that of the AUTHORITY and noncontributory to any other insurance or similar coverage available to the AUTHORITY whether the other available coverage is primary, contributing or excess. Any certificates of insurance furnished in accordance with this Agreement shall specify the Authority and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees have been added as additional insured as required under the Agreement.
- G. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

**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 Additional Insureds 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
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.

- H. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT:** The Workers Worker's Compensation & Employer's Liability Insurance, Compensation Insurance, General Liability Insurance, Umbrella/Excess Insurance and Automobile Liability Insurance policies shall be endorsed to provide the AUTHORITY with no less than thirty (30) days Advance Written Notice of Cancellation or Nonrenewal. ***Written notifications shall be sent to: Des Moines Airport Authority, Chief Executive Officer , 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- I. WAIVER OF SUBROGATION:** To the fullest extent permitted by law, Contractor hereby releases the AUTHORITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the AUTHORITY or the type of loss involved including 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 this Contract. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the AUTHORITY including its appointed officials, agents, employees and volunteers, and others working on its behalf.
- J. PROOF OF INSURANCE:** The Contractor shall provide to the AUTHORITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under "Description of Operations/ Locations/Vehicle/Special Items". A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. Concessionaire shall submit copies of all insurance policies to the Authority upon receipt of written request and at no cost to the Authority. ***Mail Certificates of Insurance and copies of insurance policies to: Des Moines Airport Authority, Chief Executive Officer , 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- K. AGENTS AND SUBCONTRACTORS:** The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.
- L. Occurrence vs. Claims-Made.** All policies must be written on an occurrence basis with exception of professional liability, which can be written on a claims-made basis. If the professional liability coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years following the expiration or termination of this Agreement.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this section 3, the term "AUTHORITY" means the Des Moines Airport Authority and its appointed officials, agents, employees, volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the AUTHORITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the AUTHORITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the sole negligence of the AUTHORITY.

Contractor's obligation to indemnify the AUTHORITY contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The AUTHORITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under control of Contractor, except to the extent caused by or resulting from the sole negligence of the AUTHORITY.

Contractor expressly assumes responsibility for any and all damage caused to AUTHORITY property arising out of or in any way connected or associated with Contractor's work or services under this Contract, including its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on AUTHORITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

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