# REQUEST FOR PROPOSALS FOR
# COMMON USE LOUNGE
# CONCESSION LEASE AND OPERATING AGREEMENT
# AT THE SPOKANE INTERNATIONAL AIRPORT

#26-49-9999-018

Spokane Airport Board ("Board") is soliciting proposals from qualified professional lounge operators/developers ("Proposer") to provide a Common Use Lounge Concession at the Spokane International Airport ("Airport") for the next ten (10) years, commencing upon issuance of the Certificate of Occupancy by the City of Spokane ("Beneficial Occupancy") or by January 1, 2028, whichever is sooner, unless earlier terminated. The Common Use Lounge will be located in the sterile area of the Airport terminal building. The Board has identified approximately 1,860 square feet of space (described more specifically in Exhibit A attached hereto). "Common Use Lounge" as used herein shall mean a restricted-access facility within the airport terminal that allows access to all passengers flying regardless of airline or class of ticket purchased, with both membership and pay-per-use options.

Commencing Tuesday, August 25, 2026, proposal and contract documents may be downloaded from our website: https://business.spokaneairports.net/rfp/.

An optional, in-person Pre-Proposal Conference will be held on Thursday, September 10, 2026, at 1:30 p.m. Pacific Standard Time. The purpose of the conference will be to discuss the requirements and objectives of the lounge RFP, discuss the contract, review the future lounge space, answer questions, and tour areas of the Airport relevant to the lounge. This will be the only opportunity to see the proposed site. Prospective proposers should register to attend the Pre-Proposal Conference by returning the Pre-Proposal Conference Registration Form attached to this RFP as Attachment #7 by email no later than September 9, 2026 by 4:00 pm PST. Failure to return the form does not constitute automatic disqualification from the attending the Pre-Proposal Conference or the RFP proposal process.

Proposers are encouraged to submit any questions concerning this RFP no less than three (3) hours prior to the Pre-Proposal Conference. Prospective Proposers may send questions as well as the Pre-Proposal Conference Registration Form by email to:

Ms. Amy L. Anderson, C.M.
Manager, Properties and Contracts
Spokane International Airport
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

Email: aanderson@spokaneairports.net

During the Pre-Proposal Conference, representatives of the Board will attempt to answer written questions received not later than three (3) hours in advance of the conference. Any changes in the requirements of this RFP will be made by addendum to the RFP. The earliest anticipated posting of addenda is Thursday, October 8, 2026, 4 p.m. PST.

Sealed proposals for the Common Use Lounge Concession will be received by the Board at 9000 W. Airport Dr., Suite 204, Spokane, Washington 99224, until 3:00 p.m. Pacific Standard Time on Thursday, October 29, 2026.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Board has implemented an airport concession disadvantaged business enterprise (ACDBE) plan under which qualified firms may have the opportunity to operate an airport business. The Proposer shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

One (1) original paper copy and one (1) electronic copy (pdf format on flash drive) of all documents listed on the "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Common Use Lounge Concession RFP Submittal, Spokane International Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and sent to the Spokane International Airport, 9000 W. Airport Dr., Suite 204, Spokane, Washington, 99224, to the attention of Ms. Amy Anderson, C.M., Manager – Properties & Contracts. It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Board by the date and time set forth in this Request for Proposals. The Board reserves the right to reject any or all proposals, portion or parts thereof, and to waive all minor irregularities in the Proposals.

For additional information contact: Ms. Amy Anderson, C.M., Manager – Properties & Contracts, at aanderson@spokaneairports.net or (509) 455-6431.

Spokane International Airport

## REMINDER OF CRITICAL DATES

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| **Pre-Proposal Conference:** | **September 10, 2026** | **1:30 p.m.** |
| **Question Deadline** | **October 1, 2026** | **3:00 p.m.** |
| **Proposal Due Date:** | **October 29, 2026** | **3:00 p.m.** |

## TABLE OF CONTENTS
## REQUEST FOR PROPOSALS - COMMON USE LOUNGE

# INSTRUCTIONS TO PROPOSERS

## 1. BACKGROUND INFORMATION

Spokane International Airport ("Airport") is jointly owned by Spokane County and the City of Spokane. The city and county operate the Airport under provisions of RCW 14.08, which establishes the operation of airports by more than one (1) municipality under joint agreement. The operating authority of the Airport is the Spokane Airport Board ("Board"), consisting of seven appointees from the two governmental bodies. The Board oversees a current capital and operating budget of approximately $185 million from various funding sources.

The Airport is a 6,400-acre commercial service airport served by eight airlines and three air cargo carriers. The Airport recorded nearly 4.4 million passengers and 60,153 U.S. air cargo tons in 2025. It is the second largest commercial service airport in the State of Washington and categorized by the FAA as a Small Hub. In addition to Amazon Air's sort facility, FedEx and UPS provide scheduled all-cargo service at the Airport. U.S. Customs provides Federal Inspection Service for clearing international flights and Signature Flight Support and Aero Center Spokane provide Fixed Base Operator services.

The Airport is the work site for over 3,000 people serving a variety of aviation and non-aviation related businesses, providing the region with $1.8 billion in annual economic impact. The geographic area served by the Airport includes Eastern Washington, Northern Idaho, Western Montana and portions of Southern British Columbia and Alberta. In total, 1.7 million people reside in this market area.

In June 2026 the Concourse C Expansion Project was completed. The project was the first phase of the Terminal Renovation and Expansion (TREX) Program, the Airport's long-term vision to enhance and expand the Airport's terminal facility to meet the needs of current and future forecasted passenger traffic demand. The $150 million expansion added three new gates, replaced current ground boarding gates with three passenger loading bridges, modernized existing gates and added six ticket counter locations for airlines to use.

In May 2026, construction teams began relocating existing infrastructure along the Airport's front curb to enable the next phase of TREX: creation of a 255,000-square-foot Central Hall facility to consolidate and connect the Airport's two siloed terminals. The project is expected to break ground in early 2027.

## 2. SCOPE OF WORK

The Board is offering the opportunity to design, construct, manage, and operate a Common Use Lounge concession. One (1) concession lease and operating agreement will be awarded. The Common Use Lounge location included in the Common Use Lounge

Concession Lease and Operating Agreement is shown in Exhibit A of this RFP. The Board reserves the right to modify the location allocated at its sole discretion.

The selected Proposer may be allocated storage support space in the terminal. The space is also described in Exhibit A.

**Minimum Qualifications:**

All Proposers that desire to be considered for the Common Use Lounge Concession Lease and Operating Agreement must have a minimum of five (5) years prior experience in the development and operation of a Common Use Lounge at commercial airports or other types of transportation centers. This experience qualification may be met by the proposing entity, or if the proposer is a new business, the identified owner(s). Such Common Use Lounge operations must be of similar or larger size and scope to that planned for the Airport in terms of sales volume.

Proposals must specifically identify each and every proposed exception or addition to the terms and conditions of the draft Common Use Lounge Concession Lease and Operating Agreement attached to the RFP as Exhibit C. The Board reserves the right to reject any and all proposed exceptions or additions to the terms and conditions of the draft Common Use Lounge Concession Lease and Operating Agreement.

Proposals not meeting the submittal requirements set forth in this RFP will be considered non-responsive and may be excluded from consideration in the selection process.

Proposers, including any subsidiaries or affiliates, are limited to the submission of one (1) Proposal for the Common Use Lounge Concession through this RFP process.

The Board reserves the right to modify, amend, or withdraw RFP documents at any time prior to the date and time specified for receipt of Proposals.

Requests for interpretations, clarification, or correction of RFP documents should be made in writing to the Properties and Contracts Manager on or before 3:00 pm PST on October 1, 2026. Any questions or issue that necessitates changes to the RFP or the documents distributed with the RFP will be the subject of written addendum distributed to all potential Proposers attending the Pre-Proposal Conference and those who have requested addenda in writing.

## 3. <u>PRE-PROPOSAL CONFERENCE & FACILITY TOUR</u>

A. Questions and Pre-Proposal Conference

An in-person Pre-Proposal Conference for proposing companies only will be held at the Irv Reed Event Center located at 9211 W. McFarlane Rd., Spokane, WA 99224. The purpose of the conference will be to discuss the requirements and objectives of the Common Use Lounge RFP, review the future terminal plan, answer questions and tour the proposed location.

Prospective proposers should register to attend the Pre-Proposal Conference by returning the Pre-Proposal Conference Registration Form attached to this RFP as Attachment #7 by email no later than September 9, 2026 by 4:00 pm PST. Failure to return the form does not constitute automatic disqualification from the RFP proposal process.

Proposers are encouraged to submit any questions concerning this RFP no less than three (3) hours prior to the Pre-Proposal Conference. Prospective Proposers may send questions on or before 3:00 pm PST on October 1, 2026, as well as the Pre-Proposal Conference Registration Form by email to:

Ms. Amy L. Anderson, C.M.
Manager, Properties and Contracts
Spokane International Airport
aanderson@spokaneairports.net

During the Pre-Proposal Conference, representatives of the Board will attempt to answer written questions received in advance of the conference. Any changes in requirements of this RFP will be made by Addendum to the RFP.

B. Facility Tour

Representatives of the Board will conduct tours of the proposed Common Use Lounge location as part of the Pre-Proposal Conference. This will be the only guided tour of the facilities and the only opportunity for the prospective Proposers to see the terminal and proposed lounge location within the secure areas of the facilities.

## 4. REQUEST FOR PROPOSALS SCHEDULE

The following is the schedule for this RFP process (which is subject to change):

| **Target Date** | **Description** |
|---|---|
| Tuesday, August 25, 2026, 4 PM PST | Issue Date of RFP and posted on Airport's website |
| Thursday, September 10, 2026 1:30 PM PST | Pre-Proposal Conference and Tour |
| Thursday, October 1, 2026, 3 PM PST | Deadline for Submission of Questions |
| Thursday, October 8, 2026, 4 PM PST | Earliest Anticipated Response by Airport to Questions and/or Addenda posted |
| Thursday, October 29, 2026, 3 PM PST | Proposal Submission Deadline (Due Date) |

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| Thursday, November 19, 2026, 4 PM PST | Targeted Board Action/Contract Award |
| Friday, November 20, 2026, 5 PM PST | Targeted Notification of Award |

## 5. GENERAL CONCESSION LEASE AND OPERATING AGREEMENT TERMS

### A. Term

The term of the contract will commence upon issuance of the Certificate of Occupancy by the City of Spokane ("Beneficial Occupancy") or by January 1, 2028, whichever is sooner and conclude 120 months thereafter. The Board shall have no liability to the selected Proposer if the Common Use Lounge Concession Lease and Operating Agreement is delayed due to construction or for other reasons beyond the Board's control. In any event, the lease term shall be no less than ten (10) years.

### B. Percentage Concession Fee

As part of the Proposal, Proposers are required to provide a Percentage Concession Fee financial offer. Proposers may propose percentage concession fees that increase with sales volume. The established Percentage Concession Fee will not be renegotiated during the term of the Common Use Lounge Concession Lease and Operating Agreement. The Board is under no obligation to accept the highest Percentage Concession Fee proposed.

### C. Minimum Annual Guarantee

As part of the financial offer, Proposers are required to provide a Minimum Annual Guarantee to support the proposed Percentage Concession Fee. The established Minimum Annual Guarantee will not be renegotiated during the term of the Common Use Lounge Concession Lease and Operating Agreement. The Board is under no obligation to accept the highest Minimum Annual Guarantee proposed.

The Minimum Annual Guarantee will be adjusted annually as follows:

i) Effective on the first anniversary date of the commencement of the Concession Lease and Operating Agreement, the Minimum Annual Guarantee will be eighty-five percent (85%) of the actual rent paid to the Board during the first year of Beneficial Occupancy, or the Minimum Annual Guarantee for the first year of Beneficial Occupancy, as set herein, whichever is higher.

ii) Effective on the second anniversary date of the commencement of the Concession Lease and Operating Agreement, the Minimum Annual Guarantee will be adjusted to eighty-five percent (85%) of the actual rent paid to the Board for the second year of Beneficial Occupancy, or the Minimum Annual Guarantee for the first year of Beneficial Occupancy, as set herein, whichever is higher.

iii) The annual adjustment to the Minimum Annual Guarantee will continue using the above format through the final year of the Common Use Lounge Concession Lease and Operating Agreement.

D. Monthly Rent

Proposals should contain a description of the monthly rent to be paid to the Board. The selected Proposer shall pay a monthly rent for the Common Use Lounge space that is the greater of one twelfth (1/12) of the Minimum Annual Guarantee or the established Percentage Concession Fee.

In the event the selected Proposer is allocated storage support space in the terminal, Proposer shall pay monthly Class 2 rent for the support space, as set forth in the Board-approved Rates and Charges. The Board-approved Rates and Charges are published annually at https://business.spokaneairports.net/financial-reports/.

In the event the Certificate of Occupancy has not been issued by the City of Spokane and operations of the Common Use Lounge have not commenced by January 1, 2028, Proposer will be obligated to pay monthly rent for the Common Use Lounge space in the amount of one twelfth (1/12) of the Minimum Annual Guarantee or the established Percentage Concession Fee, whichever is greater, regardless of whether operations of the Common Use Lounge have commenced.

E. Utilities

The Board shall provide heat and air-conditioning in the terminal to keep the Airport terminal at reasonable temperatures for the conduct of the selected Proposer's activities.

The Board shall provide electrical and water utilities for the Common Use Lounge and the selected Proposer shall make such connections as required and permitted by building code. At no time shall the selected Proposer's use of the utilities supplied exceed the capacity of the systems servicing the Leased Premises.

The cost of all electrical and water utilities used by the selected Proposer will be separately metered.

F. Initial Minimum Investment

Selected Proposer shall make an Initial Minimum Investment in Leasehold Improvements to the Premises for fixtures, equipment, demolition of existing improvements, and any other expenditures in the amount not less than five hundred dollars ($500.00) per square foot of the leased premises on the concourse.

G. Midterm Refurbishment

On or before the end of the sixth year of the lease term, selected Proposer shall completely upgrade and refurbish the Premises in the amount not less than twenty percent (20%) of the Initial Minimum Investment.

## 6. EVALUATION CRITERIA

The Board will evaluate Proposals received based on the following evaluation criteria and will score Proposals up to the maximum number of points as noted for each evaluation criterion.

The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria.

| **Evaluation Criteria** | **Maximum Points** |
|---|---|
| 1) Proposal Information Form: The Proposal Information Form, included in Attachment #2 to this RFP, must be completed, submitted, and signed as part of your Proposal. You must include the name and contact information of the individual in your company that the Board should contact regarding questions about your Proposal and scheduling a potential interview. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address. | 5 |
| 2) Cover Letter: A cover letter expressing interest, addressing, at a minimum, the following:<br><br>a) Executive Summary: A high level, executive summary of your company's relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services.<br>b) Company Size and Workload: Outline the size of your company and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload.<br>c) Finances: Discuss your company's financial and organizational stability.<br><br>The cover letter must be signed by an authorized representative of the Proposer who is authorized to execute contractual agreements | 5 |

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| and/or commitments on behalf of the Proposer. | |
| 3) Relevant Experience of the Company: Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience (both with this Proposer and others), significant accomplishments and any other pertinent information. The Proposer shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the Board.<br><br>Minimum Qualification: Proposer must be able to describe and demonstrate experience developing and operating a Common Use Lounge in an active passenger airport. A minimum of five years' continuous experience within the last ten years in the management and operation of a passenger lounge. Proposer must also be authorized to do business in the State of Washington. | 10 |
| 4) Financial Offer and Projection: As part of the Proposal, Proposers are required to provide a financial offer including a Percentage Concession Fee and a Minimum Annual Guarantee to support the Percentage Concession Fee. Percentage Concession Fees that increase with sales volume, i.e., tiered rent structures, may be accepted. The Proposer's Chief Financial Officer must certify that the financial offer is supportable throughout the term of the Concession Lease to be awarded.<br><br>The Board will not renegotiate the Percentage Concession Fee or the Minimum Annual Guarantee during the term of the Concession Lease. The Board is under no obligation to accept the highest Percentage Concession Fee or the highest Minimum Annual Guarantee proposed. | 25 |
| 5) Strength of Design and Concept: Proposer shall submit a detailed design concept including materials, color scheme, and furniture renderings. Proposer shall also iterate excellent customer service standards as well as strategy for generating excitement about the Lounge at the Airport. Additionally, provide, in as much detail as possible, how the team plans to design to improve the quality of the passenger experience at the Airport, create an atmosphere that is reflective of Spokane, Washington and the Inland Northwest region. | 30 |

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| 6) <u>Financial Capability</u>: Proposers shall submit the following historical financial information for the proposing entity and any joint venture or affiliate entities (including any sub-concessionaires and/or ACDBEs):<br>• 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 recently completed IRS tax returns.<br>• Public Corporations: Previous two years' annual report for the proposing entity.<br>• Private Corporations: Previous two year's CPA-prepared and compiled financial statements.<br>• Newly-formed Organizations: In addition to meeting the above requirements by type of organization, for newly-formed organizations the Proposer must include a certified statement of the names of the officers of the organization to be formed, the principal occupation of all members of the new organization's Board, and certified statements of the net worth of the prime participants in the organization.<br><br>In addition, Proposers shall provide the following information:<br>• A statement declaring whether Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, file for protection from creditor in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.<br>• Names, addresses, emails, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference. | 15 |
| 7) <u>Standard Contract Language:</u> The Board intends to utilize its standard Concession Lease and Operating Agreement for the evaluation, selection and implementation of scope of work contained in this RFP.<br><br>A sample contract is attached as Exhibit C. Each Proposer must affirm in its Proposal that the terms and conditions of this Contract are acceptable, or if the Proposer takes exception to any of the proposed language in the sample Contract, the Proposer must | 10 |

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| specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by the Board. Proposers not taking any exceptions to the terms and conditions of the Contract shall receive the full evaluation points for this criterion. Proposers taking exceptions shall be evaluated and rated for this criterion based on the significance of the proposed exceptions and whether the proposed changes are of benefit and acceptable to the Board, in the sole discretion of the Board. | |
| **Total Points** | **100** |

## 7. SUBMISSION REQUIREMENTS

**Proposal Submission Deadline:** One (1) unbound original, and one (1) electronic file of the Proposal responding to the information requested in the Evaluation Criteria section of this RFP must be received by the Board no later than the deadline noted in this RFP. Proposals must be delivered to the address indicated below. Electronic files and submissions of prior work samples must be provided on a USB drive in a common file format (i.e., PDF, DOC, JPG, WAV, MOV) and must be subject to public dissemination and display with no restrictions.

**Late Proposals:** Proposals will not be accepted by the Board after the date and time specified in this RFP. In the event that a Proposal is delivered after the Proposal submission deadline, the Proposal will not be accepted or considered and will be returned to the Proposer unopened. The Board will not be liable for delays in delivery of Proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Proposals may be delivered in person or by a delivery service. No verbal, facsimile (fax), telegraphic or telephonic Proposals will be accepted. Proposers are responsible for ensuring that the Board receives the Proposal at the designated location by the deadline stated in this RFP.

**Submission Requirements:**

- Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated below.
- The Board strongly encourages the use of recyclable materials in the submission of Proposals.
- Proposers are encouraged to "double side" the printing of their Proposals.

**Organization of Proposals:** Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals should include an index, be clearly separated with tabs, labeled by response to specific evaluation criteria and addressed in the same order as included in the RFP. Although there is no expressed page number limitation, Proposers are advised that lengthy or wordy submissions are not necessary and are discouraged.

**Clear and Responsive Proposals:** The Board has made every effort to include enough information within this RFP for a firm to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

**Communication, Questions, and Requests for Clarification:** From the date this RFP is issued until the date the Concession Lease and Operating Agreement is awarded and executed, Proposer, or any authorized agent of the Proposer, shall not communicate with any Airport employee or Board member about the RFP, Proposal, or Proposal process except through the question-and-answer provisions contained herein. Proposers may only communicate with persons who are designated in this Proposal to receive communications regarding the RFP, Concession Lease and Operating Agreement, or related issues. All forms of communication (outside of the Pre-Proposal Conference, Airport tour, question and answer period, and interviews) are prohibited, including but not limited to verbal, written, and electronic forms of communication.

The designated point of contact for this RFP is:

Ms. Amy L. Anderson, C.M.
Manager, Properties and Contracts
Spokane International Airport
9000 W. Airport Drive, #204
Spokane, WA 99224
Email: aanderson@spokaneairports.net

The Board may determine that a Proposal is non-responsive if the Proposer has had contact with any other member of the Board or staff.

Responses to questions and requests for clarification or interpretation of the RFP will be made in writing and issued in an addendum to the RFP. Any addenda so issued are to be acknowledged using the form in Attachment #5 and considered to be part of this RFP.

**Addenda:** Any addenda issued for this RFP will be published at the following website address: http://business.spokaneairports.net/rfp. Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted above. Receipt of addenda must be acknowledged by Proposers using the form in Attachment #5 and considered to be part of this RFP.

## 8. SELECTION PROCESS

**Selection Process:** The Proposals will be reviewed by an evaluation committee and the highest rated Proposers may be invited to an interview. The selected Proposer will be invited to enter into negotiations with the Board. If the Board and the selected Proposer cannot agree on terms that are fair and reasonable, the Board may terminate negotiations and enter into negotiations with the next highest rated Proposer. After the completion of the evaluation process, the Board, by and through staff members, will provide notices of intent to enter into agreement with the selected Proposer. The selected Proposer shall enter into a Concession Lease and Operating Agreement, in substantially the same form attached hereto as Exhibit C, amended only by exceptions or additions thereto as expressly set forth in its Proposal as submitted or as thereafter negotiated prior to award of the Concession Lease and Operating Agreement. The selected Proposer shall fully execute and deliver to the Board a signed Concession Lease and Operating Agreement within thirty (30) calendar days after receipt of a letter of award in the form negotiated by the Board and selected Proposer, unless this timeframe is extended in the sole discretion of the Board. Should the selected Proposer fail to execute and deliver the Concession Lease and Operating Agreement within thirty (30) calendar days, the Board may cancel the Concession Lease and Operating Agreement award and if such failure occurs as a result of Proposer's bad faith or its failing to comply with the representations in its Proposal, said Proposer's Proposal Guarantee shall be forfeited as liquidated damages and the Proposal shall be deemed rejected.

**Rights Reserved:** The Board reserves the following rights:

1. To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.
2. To extend the date for submittal of responses.
3. To request additional information and data from any or all Proposers.
4. To supplement, amend, or otherwise modify the RFP through addenda issued.
5. To cancel this RFP with or without the substitution of another RFP.
6. To reissue the RFP.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.
8. To reject any Proposal in the event the Board's analysis of the Proposer's financial status and capacity indicates, in the Board's sole determination, that the firm is not able to successfully perform the work.
9. To cancel the RFP process in the event only one (1) Proposal is received by the deadline.

10. To establish a revised deadline for submission of Proposals in the event only one (1) Proposal is received by the deadline.

**Reference Checks:** The Board reserves the right to conduct reference checks for firms submitting Proposals, either before or after Proposals have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about a Proposer's past performance or their ability to successfully perform the contract to be executed based on this RFP, the Board may, at its sole discretion, select a different Proposer whose reference checks validate the ability of the firm to successfully perform the contract to be executed based on this RFP. In conducting reference checks, the Board may include itself as a reference if the Proposer has performed work for the Board, even if the Proposer did not identify the Board as a reference, and may conduct reference checks with others not identified by the Proposer.

## 9. MINIMUM REQUIREMENTS

A proposal should include the following minimum requirements to the quality and variety of amenities provided at the Common Use Lounge, accompanied by the anticipated level of passenger service:

1. **Amenities.** The Common Use Lounge must provide at a minimum:
   a. Access to passengers flying regardless of airline or class of ticket purchased, with both membership and pay-per-use options;
   b. High-quality, hot and cold offerings (preferably locally inspired), to include options for vegetarians, vegans, and those with gluten sensitivities;
   c. Full-service bar with a wide range of beverage offerings to include beer, wine and spirits as well as non-alcoholic options such as water, soda, coffee, tea, etc.;
   d. Four-top dining tables with comfortable and modern seating;
   e. Workspace areas;
   f. Abundant charging options for AC power devices and mobile devices;
   g. Several high-definition television displays for news, sports, and entertainment broadcasts.
2. **Hours of Operations.** The Common Use Lounge must be open daily (365 days per year), beginning at least sixty (60) minutes prior to the first departure time in the morning or when the security checkpoint opens, if earlier, and remain open at least until the last flight departs each day. The Common Use Lounge shall remain open to accommodate flight delays that are expected to last more than one-half hour to serve the Airport customers.
3. **Entrance Fees:** Proposer should provide a breakdown of cost details for membership fees and pay-per-use entry fees.
4. **Quality of Service.** The Proposer will be required to maintain a sufficient level of high-quality staffing at all times. Passengers expect first-rate service regardless of

class of ticket purchased.

5. **Design, Décor, and Sense of Place**. The Proposer should become familiar with the C Concourse TREX project and new Concession program at GEG. The Common Use Lounge should be consistent with the look, feel, and food/beverage options of the recent and yet-to-come projects.

   A. At a minimum, this section must contain the following:

      1. Detailed description of the concept, design and brand (if applicable);
      2. Proposed menu (containing all food and beverage information);
      3. Layout/space plan of the location that is to scale which shows locations of furniture and fixtures;
      4. Preliminary renderings of the proposed concept that show interior color schemes, furnishings, and graphics;
      5. Preliminary schedule of design, review, permits, construction, turnover and staff training.

## 10. ADMINISTRATIVE REQUIREMENTS

**Cost of the Proposal:** The Board shall not, under any circumstances, be responsible for any costs or expenses associated with the Proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the Proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the Proposal submitted shall be the sole responsibility of (borne solely by) the Proposer.

**Public Disclosure:**

1. Property of Board: Proposals submitted to the Board shall become the property of the Board and shall not be returned to the Proposer.

2. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP shall be considered public records and, with limited exceptions, will be available for inspection and copying by the public.

3. Process for Disclosing Information: If a request is made for disclosure of material or any portion that may be reasonably considered proprietary or confidential, the Board will determine whether the material should be disclosed or made available under the law. If the Board determines that the material is not exempt and may be disclosed, the Board will notify the Proposer of the request and allow the Proposer three (3) business days to take appropriate action pursuant to Chapter 42.56 RCW.

If the Proposer fails or neglects to take such action within said period, the Board may release the portions of the Proposal deemed subject to disclosure.

4. Indemnification by Proposer: By submitting a Proposal, the Proposer agrees to fully indemnify, defend, and hold harmless the Airport, the Board, the City and County of Spokane, and their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding any portion of public records from disclosure.

5. No Claim Against the Board: By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Board because of actions taken under this procedure.

**Basic Eligibility:** If required by law, the successful Proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Board.

**Non-Discrimination:** All Proposers will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or firm shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.

**Approval of Sub-Consultants:** The Board retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.

**Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Board expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

**Insurance:** Prior to execution of a Contract for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in Article 22 of the draft Concession Lease and Operating Agreement (Exhibit C) and submit evidence of insurance at the time the executed Concession Lease and Operating Agreement is delivered to the Board.

## 11. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the Spokane Airport Board, in the amount of Twenty Thousand Dollars ($20,000.00). The bond, check or draft must be attached to the Proposal Form and will be held by the Board, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Common Use Lounge Concession Lease and Operating Agreement, along with evidence of insurance, as required by the Common Use Lounge Concession Lease and Operating Agreement (attached hereto). If a successful Proposer should fail to execute the Common Use Lounge Concession Lease and Operating Agreement or comply with other provisions of the contract documents by December 31, 2026 the proposal guaranty shall be forfeited to Board as liquidated damages.

## 12. PROPOSER'S AFFIDAVIT

Each proposal must have attached thereto the "Proposer's Affidavit – Attachment #4" the statement that such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. The affidavit must also state that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Proposer shall submit an affidavit that it agrees to facilitate the Common Use Lounge program at the Airport during the term of the Common Use Lounge Concession Lease and Operating Agreement. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereon, will not be considered. If the Proposer is a corporation, said affidavit shall be signed by the duly authorized officer of such corporation. Signatures on said affidavit must be witnessed by a Notary Public.

## 13. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission deadline described in Article 4. No Proposer will be permitted to withdraw its proposal after such time, unless the award is delayed by action of the Board for a period exceeding ninety (90) days.

## 14. REJECTION OF PROPOSALS

A. Proposals which contain any additions, deletions, conditions or limitations of any kind may be considered non-responsive and may be rejected at the option of the Board. The Board reserves the right to waive any minor irregularities, technicalities or informalities in any proposal, and to reject any or all proposals.

B. The Board reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Board or who has failed to perform faithfully on any previous contracts with the Board.

## 15. BREAKING OF A TIE PROPOSAL

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Board's sole discretion. The Board's ruling shall be final.

## 16. PROHIBITION AGAINST LOBBYING

The Proposer shall not lobby, either on an individual or collective basis, the Board (its associated City and County employees or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Board (its associated City and County employees or outside advisors) or any federal, state, or local elected or public officials or staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

## 17. RESPONSIBILITY OF PROPOSERS

It is the responsibility of each Proposer to examine all proposal and contract documents, present premises and exhibits that depict the Common Use Lounge operations at the Airport, including, but not limited to, the terminal building. Each Proposer shall judge for themselves all the circumstances and conditions affecting the Proposal. Failure of any Proposer to examine the Proposal and contract documents and to investigate the premises shall not relieve any Proposer from full compliance with the Proposal and shall not constitute grounds for declaration by any Proposer that it did not understand the proposal and contract documents or that it was not familiar with the rental areas and the facilities at the Airport.

## 18. ACCEPTANCE OF PREMISES "AS IS"

Allocated premises will be inspected and accepted by successful Proposer and will be occupied by Proposer on an "as is" basis. The Proposer specifically waives any covenants or warranties regarding the premises, including but not limited to any warranty of suitability and warranty of fitness.

## 19. STATISTICAL INFORMATION

Provided as Exhibit B is the Airport's previous three (3) years of passenger enplanement activity for review. These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

## 20. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Board to make good faith efforts for airport concession disadvantaged business enterprises (ACDBE) to have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Board. Proposer shall agree to make good faith efforts to explore all available options to comply with the Board's ACDBE plan to the maximum extent practicable, through direct ownership arrangements with business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended. The Board's current goal for Common Use Lounge ACDBE participation is under review and updated by the Board and the FAA.

If a selected Proposer is unable to achieve the established goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall make good faith efforts to seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event a selected Proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Proposers should complete Attachment #6 with any identified ACDBE firms it intends to utilize to meet the established ACDBE goal. If at the time of submission of proposals, the Proposer has not identified any ACDBE firms, the proposer should complete Attachment #6 and indicate that they have not identified any firms at the time and reflect an estimated dollar amount of zero. Proposers may submit information on potential ACDBE firms as part of their demonstration of good faith efforts to meet the ACDBE goal.

Each year approximately ninety (90) days following the end of each Operations Year, Proposer shall provide the Board with the following information: the name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If the Proposer fails to accomplish ACDBE participation, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

## ATTACHMENT #1
### PROPOSAL SUBMISSION CHECKLIST

The following documents must be submitted (one original paper copy & one electronic copy) as part of the sealed proposal for the proposal to be considered.

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer's Affidavit– Attachment #4
5. Acknowledgement of Addendum – Attachment #5
6. ACDBE Forms – Attachment #6
   Provide ACDBE Certification if Applicable
7. Proposal Guaranty- $20,000 (Proposal Bond, Certified Cashier's Check or Bank Draft)

**PROPOSER NAME:** ______________________________

Deadline for submission: Thursday, October 29, 2026, 3:00 PM Pacific Standard Time

---

For Airport Use Only:

Complete Package: YES _______ NO _______

Spokane International Airport

**ATTACHMENT #2**
**PROPOSAL FORM**

______________________________ ______________
Name Date

______________________________
Address

The Proposer hereby proposes to enter into an agreement with the Spokane Airport Board (hereinafter referred to as "Board") for the Common Use Lounge at the Spokane International Airport under the terms and conditions as set forth in the Request for Proposals; Instructions to Proposers; Attachments #1 through #6; and the Common Use Lounge Concession Lease and Operating Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Board:

Financial Offer
(Per Operations Year Beginning January 1, 2028)

| | Proposed Percentage Concession Fee | Proposed Minimum Annual Guarantee |
|---|---|---|
| Operations Year 1 | % | $ |
| Operations Year 2 | % | $ |
| Operations Year 3 | % | $ |
| Operations Year 4 | % | $ |
| Operations Year 5 | % | $ |
| Operations Year 6 | % | $ |
| Operations Year 7 | % | $ |
| Operations Year 8 | % | $ |
| Operations Year 9 | % | $ |
| Operations Year 10 | % | $ |

Accompanying the proposal shall be one (1) Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Twenty Thousand Dollars ($20,000) payable to the Spokane Airport Board as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 11 – Proposal Guaranty in the Instructions to Proposers and contract documents by December 31, 2026.

Proposer is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Spokane Airport Board reserves the right to reject any and all proposals.

Proposer:

Signed_______________________________

Printed Name__________________________

Title_________________________________

Subscribed and sworn to before me this
____ day of _______________, 202__.

_______________________________
Notary Public, State of ____________
My Commission: ________________

## ATTACHMENT #3
### QUALIFICATION FORM

All information requested in this Qualification Form **(**other than Questions 7-10, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal. Proposer may submit additional attachments as necessary when the space provided is not sufficient to provide the required information.

1. Name and address of Proposer exactly as it is to appear on the Agreement.

   ______________________________________________

   ______________________________________________

2. Email: ____________________ Phone #: ________________________

3. Proposer, if selected, intends to carry on the business as:

   Individual ( ) LLC ( ) Partnership ( ) Corporation ( )

4. Proposer, if selected, intends to operate under the brand name or brand names listed below. Said operations will be limited to no more than the brand name or the two brand names listed.

   ________________________________

   ________________________________

5. If operating as a partnership, please answer the following:

   A. Name, address and share of each partner:

   ______________ ____________________ _________

   ______________ ____________________ _________

   ______________ ____________________ _________

B. Date of organization: ______________________________________

6. If operating as a corporation or LLC, please answer the following:

A. When incorporated _______________________________________

B. In what state ____________________________________________

C. Are you authorized to do business in Washington? ______________

If so, as of what year _____________________________________

D. Please list the names and address of the following officers:

President______________________________________________________________

Vice President__________________________________________________________

Secretary______________________________________________________________

Treasurer______________________________________________________________

Other_________________________________________________________________

1. Please provide a summary of the qualifications and experience of the Proposer's management/supervisory staff who will be directly responsible for performance of the Common Use Lounge support services and will be the primary and secondary points of contact.

**Questions 8 – 11 do not need to be completed by incumbent on-airport concessionaires, however, the Board reserves the right to require apparent successful Proposer to complete and submit such documents. (Incumbent shall mean a legal entity that holds a current Concession Lease and Operating Agreement at the Airport).**

**8.** Please explain your experience in providing and operating Common Use Lounges. (Attach)

**9.** List the airports in United States with which you, a parent company, or a franchisee currently have operating agreements, if any. (Attach)

**10.** Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization if asset size is less than $100 billion or if the organization is a regional affiliate.

**11.** List bank references for the past three (3) years:

____________________________________________________________

_______________________________________________________________
_______________________________________________________________

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy or misstatement may be cause for rejection of a proposal. The Board shall maintain to the fullest possible extent the confidentiality of all financial documents specified as confidential by the Proposer.

Proposer:

Signed________________________________

Printed Name___________________________

Title_________________________________

Subscribed and sworn to before me this
____ day of ________________, 202__.

______________________________
Notary Public, State of ____________
My Commission: _________________

## ATTACHMENT #4
### PROPOSER'S AFFIDAVIT

Affiant, ________________________________, being first duly sworn, deposes and says:

A. Affiant does hereby state that neither the Proposer nor any of Proposer's officers, partners, owners, agents, representative, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the contract or fix the prices in the attached proposal or the proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

B. Affiant further states that no officer, or stockholder of the Proposer is a member of the Spokane Airport Board or its staff, or related to any members of the Spokane Airport Board, Spokane City Council, Spokane County Commissioner, their officers, agents and employees, except as noted herein below:

C. Affiant hereby agrees to enter into a Common Use Lounge Concession Lease and Operating Agreement with the Spokane Airport Board for the Common Use Lounge concession at the Spokane International Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposer; Proposal Submission Checklist; Proposal Form; Qualification Form; Proposers Affidavit; Acknowledgment of Addendum; ACDBE Forms; and the Common Use Lounge Concession Lease and Operating Agreement, together with all Exhibits.

Signed________________________________

Title_________________________________

Subscribed and sworn to before me this
____ day of _______________, 202__.

______________________________
Notary Public, State of ___________
My Commission: ________________

Spokane International Airport

**ATTACHMENT #5**

**ACKNOWLEDGEMENT OF ADDENDUM**

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made;

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Name of Business: ______________________________

Date: ______________________________

Spokane International Airport

# ATTACHMENT #6
## ACDBE FORMS

**<u>Forms 1 & 2 for Demonstration of Good Faith Efforts</u>**

**FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION**

The undersigned Proposer has satisfied the requirements of proposal specification in the following manner (please check the appropriate space):

_______ The Proposer is committed to a minimum of _______% ACDBE utilization on this contract.

_______ The Proposer (if unable to meet the ACDBE goal of 1%) is committed to a minimum of _______% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Proposer's firm:_______________________________________________

State Registration Number:_____________________________________________

By_________________________________ _______________________________

(Signature) (Title)

**FORM 2: LETTER OF INTENT**

Name of Proposer's firm:________________________________________
Address:__________________________________________________
City:______________________________ State:__________Zip:_______

Name of ACDBE firm:__________________________________________
Address:__________________________________________________
City:______________________________ State:__________Zip:_______
Telephone:__________________________

Description of work to be performed by ACDBE firm:

The Proposer is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is $____________.

Affirmation
The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:____________________________ Title:______________________

If the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

## ATTACHMENT #7

### PRE-PROPOSAL CONFERENCE REGISTRATION FORM

The Spokane International Airport Common Use Lounge Concession RFPs' Pre-Proposal Conference for proposing companies only will be held at the Irv Reed Event Center located at 9211 W. McFarlane Rd., Spokane, WA 99224 on September 10, 2026 at 1:30 PM PST.

Please complete the information below and return via email by September 9, 2026 not later than 4:00 pm PST.

Company Name: ______________________________

Company Contact: ______________________________

Telephone Number: ______________________________

Email Address: ______________________________

Select One: _______ Will Not Attend **or**

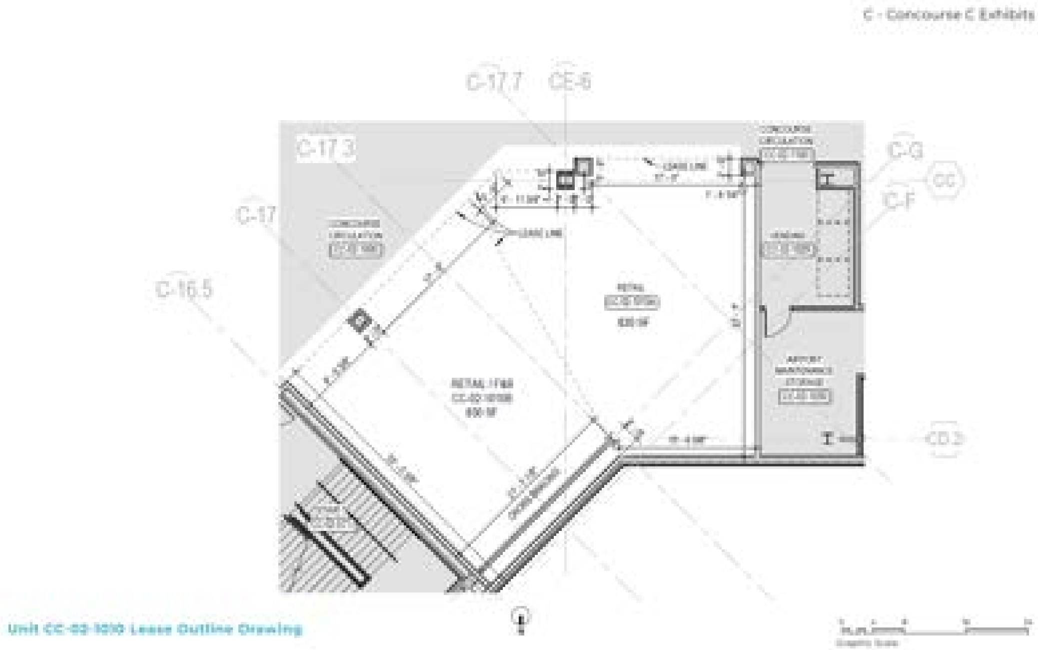
_______ Will Attend

Please email your completed form to:

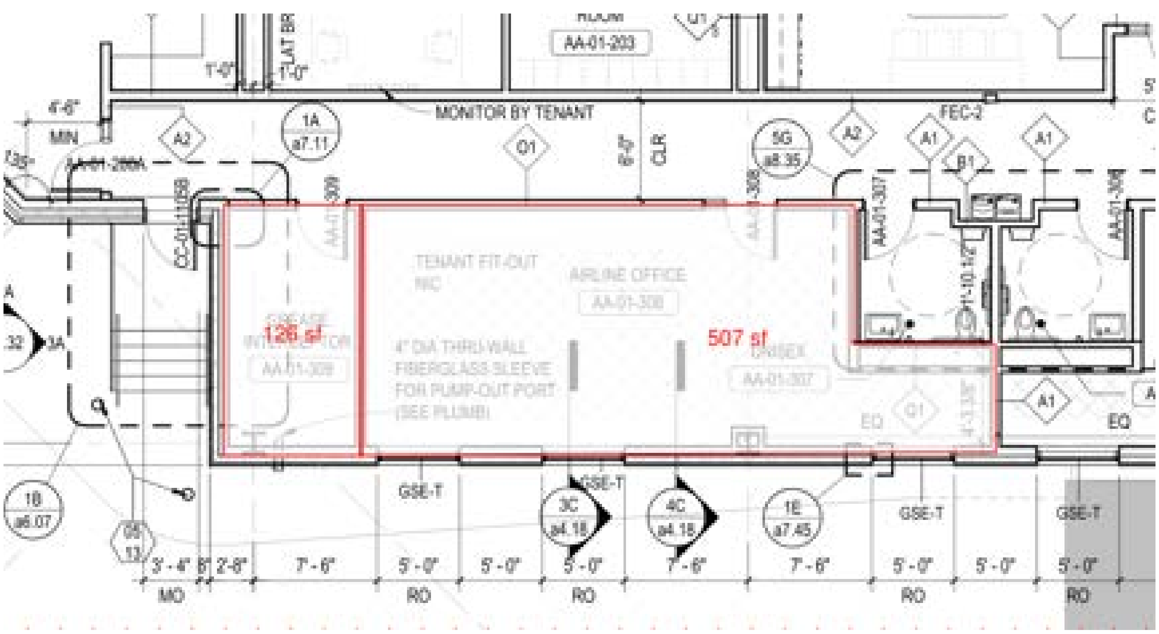
Ms. Amy L. Anderson, C.M.
Manager, Properties and Contracts
Spokane International Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: aanderson@spokaneairports.net

## EXHIBIT A – PROPOSED COMMON USE LOUNGE AREA

Common Use Lounge Space




Class 2 Support Space



## EXHIBIT B – STATISTICAL INFORMATION – PASSENGER TRAFFIC

**Historical Enplaned Passenger Activity at a Glance:**

| | 2026 | 2025 | 2024 | 2023 |
|---|---|---|---|---|
| January | 156,790 | 151,902 | 149,482 | 148,311 |
| February | 154,941 | 147,755 | 147,385 | 143,427 |
| March | 180,855 | 176,505 | 176,359 | 168,645 |
| April | 170,541 | 166,085 | 161,930 | 153,727 |
| May | 180,931 | 177,569 | 176,646 | 167,153 |
| June | 200,223 | 199,222 | 190,515 | 186,343 |
| July | | 225,234 | 208,672 | 203,977 |
| August | | 212,426 | 207,756 | 200,593 |
| September | | 184,565 | 182,517 | 177,219 |
| October | | 187,467 | 182,727 | 180,899 |
| November | | 167,587 | 168,059 | 169,320 |
| December | | 179,883 | 181,429 | 168,517 |
| **TOTAL YTD (thru Jun)** | **1,044,281** | **1,019,038** | **1,002,317** | **967,606** |
| **% Change YoY** | **2.5%** | **1.7%** | **3.6%** | **8.2%** |
| **ANNUAL TOTAL** | **-** | **2,176,200** | **2,133,477** | **2,068,131** |
| **% Change YoY** | **-** | **2.0%** | **3.2%** | **5.2%** |

# EXHIBIT C – SAMPLE COMMON USE LOUNGE CONCESSION LEASE AND OPERATING AGREEMENT

COMMON USE LOUNGE

CONCESSION LEASE AND OPERATING AGREEMENT

BETWEEN

SPOKANE AIRPORT BOARD

AND

______________________________________________

TABLE OF CONTENTS

COMMON USE LOUNGE
CONCESSION LEASE AND OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ________________, 2026, by and between the SPOKANE AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Board" and ______________________________ a _______________________ organized in the State of ________________, hereinafter referred to as "Concessionaire;"

WITNESSETH:

WHEREAS, the Board is the administrator and operator of the SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the Board solicited proposals for the development, operation, and management of a Common Use Lounge concession at SIA; and

WHEREAS, the parties hereto desire to enter into a Concession Lease and Operating Agreement, hereinafter referred to as "Agreement," granting the Concessionaire certain use, together with others, a portion of SIA and its appurtenances and the lease of certain leased premises hereinafter demised; and

NOW THEREFORE, in consideration of the Concession Lease and Operating Agreement rights granted herein, the rights and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. <u>CONCESSION RIGHTS GRANTED</u>

A. The Concessionaire is hereby granted a Concession Lease and Operating Agreement, hereinafter referred to as "Agreement" to operate a Common Use Lounge business at SIA on a non-exclusive basis in common with others having similar agreements in accordance with ARTICLE 5 – USE OF PREMISES, applicable laws, regulations and policies. The Concessionaire shall not conduct any other business at SIA without the prior written consent of the Board.

B. The Concessionaire shall conduct said Common Use Lounge business in a professional manner continuously during the entire term of this Agreement. Concessionaire agrees it will not disturb the Board or any other tenant, person, or licensee using SIA, make or permit any disturbance or any unusual condition on or at SIA.

C. Concessionaire, its agents, employees, patrons and suppliers, and other persons doing business with Concessionaire shall have the right of ingress and egress to and from the Premises over the SIA roadways, subject to regulations governing the use of SIA.

D. Concessionaire is a _______________ and is authorized to do business in the State of Washington under the brand name(s) of _____________________ and shall do business at SIA under such brand name(s) as that entity unless otherwise amended in writing and approved by the Board pursuant to the terms of this Agreement.

2. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

A. "Alterations" as used herein shall mean non-structural changes, alterations, additions, substitutions or improvements to the Premises.

B. "Beneficial Occupancy" as used herein shall mean issuance of the Certificate of Occupancy by the City of Spokane.

C. "Common Use Lounge" as used herein shall mean a restricted-access facility within the SIA terminal that allows access to all passengers flying regardless of airline or class of ticket purchased, with both membership and pay-per-use options.

D. "Concession Fee" as used herein shall mean the greater of either Percentage Concession Fee from reported Common Use Lounge sales at SIA or the respective yearly amount of the Concessionaire's Minimum Annual Guarantee, paid to the Board as compensation for the privileges granted to it pursuant to this Agreement.

E. "Costs of Eligible Improvements" as used herein shall mean and refer to the direct costs expended by Concessionaire for any Eligible Improvements, specifically including the cost for the demolition of any existing improvements necessary for the installation of such Eligible Improvements. The Costs of Eligible Improvements shall not, however, include any of the Excluded Costs.

F. "Eligible Improvements" as used herein shall mean and refer to any permanently affixed alterations or improvements made to the Premises and to cabinetry and display fixtures that were custom designed by Concessionaire for the Premises and have no practical use or value outside the Premises: (a) for which the Board's approval has been sought and obtained in writing, (b) for which any and all information required for any Board approval has been timely submitted, and (c) consistently appearing on any Net Book Value of Leasehold Improvements report requested by the Board pursuant to this Agreement, and (d) then currently in use and in such condition as would warrant its continued use. Eligible Improvements shall, however, specifically exclude the Removable Fixtures (other than custom designed cabinetry and display fixtures set forth above) and any inventory maintained by Concessionaire.

G. "Environmental Laws" as used herein shall mean the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Oil Pollution Act, 33 U.S.C. 270, et seq. or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq. or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, et seq., United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101, including appendices and amendments thereto), the Safe Drinking Water Act, 41 U.S.C. § 300f, et seq., the Solid Waste Disposal Act, 42 U.S.C. § 1251, et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §

2601, et seq., the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 11001, et seq., or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto), and any applicable federal, state, or local law or regulation.

H. “Excluded Costs” as used herein shall mean the (i) financing costs; (ii) interest; (iii) inventory; (iv) office equipment and furnishings; (v) pre-opening expenses; (vi) intra-Concessionaire charges related to construction; (vii) professional fees and costs related to design, engineering, and construction management of Eligible Improvements in excess of twelve percent (12%) of the Initial Minimum Investment; and (viii) professional fees and costs related to the design, engineering, and construction management of Leasehold Improvements in excess of twelve percent (12%) of the minimum Midterm Refurbishments.

I. “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers by Concessionaire for or in connection with its operations and business at SIA, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash, credit or consideration in connection with a Common Use Lounge or other products or services provided to persons through Concessionaire’s operations at SIA, without regard to the manner in which or place at which the lounge or other products or services are furnished to Concessionaire’s customers. No deduction shall be permitted for credit card fees (e.g. interchange or processing fees) or thefts, and for uncollected or uncollectible credit or charge accounts. No deduction shall be permitted for sales discounts (such as prompt-payment discounts) that are not specifically reflected on the original invoice/receipt at the time of the sale. No deduction shall be permitted for the payment of franchise taxes, taxes levied on concession activities, display or promotional rebates or discounts, facilities, equipment or real or personal property of Concessionaire.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of sale. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, shall not reduce Gross Revenues.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Concessionaire’s Common Use Lounge operations at SIA set forth as Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire’s operations which are separately stated on customers’ receipts and collected from customers of Concessionaire;

Gross Revenues shall not include, and may be adjusted to exclude, the following when properly recorded and accounted for:

1. Tips and gratuities paid directly to employees;
2. Allowances for refunds allowed by Concessionaire to customers because of unacceptable or unsatisfactory good or services to the extent such allowance or refund was actually granted and adjustment actually made;
3. Complimentary meals, the amount of any employee discount on meals, and meals provided by Concessionaire to its employees without cost as a benefit;

4. Revenue from the sale of uniforms or clothing to Concessionaire's employees where it is required that such uniforms or clothing be worn by said employees;
5. Any sums that represent discounts so long as the amount of the discount is shown on the face of the receipt issued to the customer.

J. "Hazardous Substances" as used herein shall be interpreted broadly to include but not be limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Oil Pollution Act, 33 U.S.C. 270, et seq. or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq. or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, et seq., United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101, including appendices and amendments thereto), the Safe Drinking Water Act, 41 U.S.C. § 300f, et seq., the Solid Waste Disposal Act, 42 U.S.C. § 1251, et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, et seq., the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 11001, et seq., or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto), and any applicable federal, state, or local law or regulation. Hazardous Substances shall also include Mold and Fungi identified as an environmental hazard and as validated by a Certified Industrial Hygienist

K. "Initial Improvements" as used herein shall mean the initial construction of the Premises including, but not limited to, architectural and engineering fees; construction costs; mechanical, electrical and plumbing; signs; storefronts; furniture, fixtures and equipment; demolition necessary to accommodate the improvements; and other expenditures.

L. "Initial Minimum Investment" as used herein shall mean an amount not less than five hundred dollars ($500.00) per square foot of the Premises spent on completing the Initial Improvements.

M. "Leasehold Improvements" as used herein shall mean the Initial Improvements, Midterm Refurbishment, and all other Alterations.

N. "Lien" as used herein shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Premises, any Alteration, fixture, improvement or appurtenance thereto, or any larger building and/or property of which the Premises may be a part.

O. "Midterm Deadline" as used herein shall mean the completion of Midterm Refurbishments on or before the end of the sixth year of the term of this Agreement.

P. "Midterm Refurbishments" as used herein shall mean the complete upgrade and refurbishment of the Premises.

Q. "Minimum Reinvestment" as used herein shall mean an amount not less than twenty percent (20%) of the amount spent by Concessionaire on the Initial Improvements, to complete the Midterm Refurbishments.

R. "Net Book Value of Leasehold Improvements" as used herein shall mean and refer to the dollar amount generated through application of the following rules: For each Eligible Improvement, the Cost of that Eligible Improvement shall be amortized over the useful economic life of such Eligible Improvement, where such useful economic life shall in no instance exceed the period of time commencing on the date such Eligible Improvement is installed and terminating on the expiration of this Agreement, or any lesser period that may be specified in any consent, sublease or other writing, on a straight-line basis with no salvage value.

S. "Operations Year" as used herein shall mean the twelve (12) month period following Beneficial Occupancy or January 1, 2028, whichever is sooner, and each twelve (12) month period thereafter.

T. "Percentage Concession Fee" as used herein shall mean the percentage of the Concessionaire's annual Gross Revenues from reported Common Use Lounge sales at SIA paid to the Board as compensation for the privileges granted to it pursuant to this Agreement.

U. "Performance Guarantee" as used herein shall mean a surety bond or a cashier's or certified check, money order, or an irrevocable letter of credit (by a bank rated "B" or better by A. M. Best Rating Services, Fitch Ratings, Moody's Investors Service, or S&P Global Ratings) made payable to Spokane Airport Board to secure Concessionaire's full and faithful performance and observance of all of Concessionaire's obligations under this Agreement.

V. "Premises" as used herein shall mean only that area that is leased by Concessionaire, or used in common with other tenants, for the operation of its' Common Use Lounge operation.

W. "Removable Fixtures" as used herein shall mean non-permanent furniture, trade fixtures and equipment from time to time installed in the Premises by Concessionaire at its expense.

X. "Transaction" as used herein shall mean the execution of an agreement or contract for the admittance into the Common Use Lounge; or the payment of funds or completion of a cash or credit transaction for payment for access to the Common Use Lounge.

3. TERM

A. The term of this Agreement shall be for One Hundred Twenty (120) months, commencing with Beneficial Occupancy or by January 1, 2028, whichever is sooner, unless sooner terminated or canceled as hereinafter provided.

4. PREMISES

The Board hereby leases to the Concessionaire the following Premises, hereinafter referred to as "Premises", as designated on Exhibit A attached hereto and made a part hereof. The Board reserves the right to modify the location allocated at its sole discretion.

5. USE OF PREMISES

Concessionaire shall use the Premises solely for the purpose of conducting a non-exclusive Common Use Lounge operation, as defined herein. Any occupancy, use, activity, display, or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express prior written permission from the Board and under such terms and conditions as the Board, in its sole discretion, shall determine.

6. ACCEPTANCE OF PREMISES

Concessionaire agrees that its Premises, as defined in ARTICLE 4 – PREMISES of this Agreement have been inspected by the Concessionaire are acceptable and will be occupied by the Concessionaire on an “as is” basis. The Concessionaire specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

7. CONCESSION FEES, RENT, AND FEES

A. Concession Fee - The Concessionaire shall pay to the Board a Concession Fee annually, outlined below, as compensation for the privileges granted to it pursuant to this Agreement:

1. Concession Fee[1] – the greater of either:
    a. __________________ % of the Concessionaire’s annual Gross Revenues (“Percentage Concession Fee”) from reported Common Use Lounge sales at SIA; or

    b. the respective yearly amount shown below as the Concessionaire’s Minimum Annual Guarantee (“MAG”):

| | |
|---|---|
| Operations Year 1 | $ |
| Operations Year 2 | $ |
| Operations Year 3 | $ |
| Operations Year 4 | $ |
| Operations Year 5 | $ |
| Operations Year 6 | $ |
| Operations Year 7 | $ |
| Operations Year 8 | $ |
| Operations Year 9 | $ |
| Operations Year 10 | $ |

[1] *Concession Fee will be updated to include the proposed and approved rent structure.*

For purposes of this Agreement, an “Operations Year" for the MAG shall be the twelve (12) month period following Beneficial Occupancy as defined in ARTICLE 2 – DEFINITIONS or January 1, 2028, whichever is sooner, and each twelve (12) month period thereafter.

Monthly payment shall be the greater of 1/12th of the respective year’s MAG or ____% of reported gross revenues for the previous month. The MAG shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as the Concessionaire has paid to the Board an amount equal to the respective annual MAG identified in Article 7(A)(1)(b) above. On or before the twelfth (12th) day of each and every month the Concessionaire shall provide the Board with i) a signed and certified report of Gross Revenues for the preceding month

ii) payment of any Percentage Concession Fee shown to be due for the preceding month, as designated on Exhibit E, attached hereto and made a part hereof.

Upon commencement of this Agreement through the remainder of the term of this Agreement, Concessionaire shall pay the greater of the MAG or Percentage Concession Fee, determined on a monthly basis. The MAG for the applicable year will be equal or greater than the (1) previous Operations Year MAG, or (2) Eighty-five (85%) of the total rent owed by the Concessionaire during the previous Operations Year.

Concessionaire acknowledges that Concession Fee payments by Concessionaire to the Board under this Agreement are for Concessionaire's privilege to use the SIA facilities and access the SIA market and are not fees imposed by the Board upon Concessionaire's customers.

B. Support Space - In addition to the Concession Fee, Concessionaire shall pay to the Board monthly rent in the amount of ______________________ Dollars and __________ Cents ($__.__) per square foot per annum for Six Hundred Thirty-Three (633) square feet of support space (Class 2 space), as set forth in the Board-approved Rates and Charges. Such rent is due and owing in advance, by the first (1st) day of each month. The rental rate for Class 2 space is subject to annual adjustment by the Board, effective January of each year. Concessionaire shall be notified in writing by the Board of such adjustment and shall pay the adjusted rental rate.

C. Rent - All rents for Premises set forth in this Article 7 may be subject to Washington State Leasehold tax and other applicable taxes which shall be collected by the Board.

D. Any and all payments due to the Board by Concessionaire shall be remitted to the following address:

Spokane International Airport
ATTN: Accounting Department
9602 W. Compass Lane
Spokane, Washington 99224

E. Year End Adjustments to Concession Fees, Rents and Fees.

1. Within ninety (90) days following the end of each Operations Year, the Concessionaire shall submit to the Board a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year. In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Concessionaire within sixty (60) days after the Board's acceptance of the final certified statement described in this Article. Concessionaire shall submit separate system generated reports for each brand name operated.

8. <u>PERFORMANCE GUARANTEE</u>

Concessionaire shall deposit with the Board, and continuously maintain throughout the Term of this Agreement, a Performance Guarantee. The Performance Guarantee shall be delivered to the Board prior to delivery of the Premises. Through the second Operations Year, the Performance Guarantee shall be in the amount of two hundred fifty thousand dollars ($250,000) (the "Performance Guarantee"). For the third Operations Year through the last Operations Year or last partial Operations Year, the Performance Guarantee shall be in the amount of one hundred fifty thousand ($150,000). The Performance Guarantee shall be in the form of a surety bond or a cashier's or certified check, money order, or an irrevocable letter of credit (by a bank rated "B" or better by A. M. Best Rating Services, Fitch Ratings, Moody’s Investors Service, or S&P Global Ratings) made payable to Spokane Airport Board. If the Performance Guarantee is in the form of a surety bond, the bond shall be issued by a surety company authorized to do business in the State of Washington and rated as at least an A or A+. Monetary Performance Guarantees shall be deposited into a bank account held by the Spokane Airport Board and any interest earned thereon shall accrue to the Board. The Performance Guarantee shall secure Concessionaire’s full and faithful performance and observance of all of Concessionaire’s obligations under this Agreement and under any other written agreement between Concessionaire and the Board specifically referring to this Performance Guarantee. The Performance Guarantee shall not be considered to be held in trust by the Board for the benefit of Concessionaire and shall not be considered an advance payment of rent or a measure of the Board's damages in the case of an event of default by Concessionaire. The Board may, but shall not be obligated to, draw upon and apply the Performance Guarantee to: (a) pay any rent not paid on or before the date it is due and the Board shall not be required to give notice or opportunity to cure before drawing on the Performance Guarantee; and/or (b) remedy any other violation of this Agreement, after Concessionaire has received notice and opportunity to cure. Further the Board may draw down the entire Performance Guarantee immediately, without notice to Concessionaire, upon receipt of a notice of non-renewal of the form of the Performance Guarantee. If the Board applies any of the Performance Guarantee to any of the above, Concessionaire shall, immediately upon demand, replenish the Performance Guarantee to its full amount. If Concessionaire fully performs all of its obligations under this Agreement, the Performance Guarantee, or any balance remaining, will be released within thirty (30) days from the expiration date or termination of this Agreement and delivery of the Premises to the Board. However, if any question exists concerning Concessionaire’s full compliance with the Agreement or if there is any obligation under this Agreement to be performed after the expiration date or earlier termination of this Agreement, the Board shall be entitled to require that the Performance Guarantee remain in place until the Board is fully satisfied that there has been no violation of the Agreement and all obligations due under this Agreement have been fully performed, even if it takes the Board longer than thirty (30) days to make such a determination to the Board’s satisfaction.

## 9. FAILURE TO PAY FEES

A. No demand for fees need at any time to be given. In the event Concessionaire fails to pay fees, charges, or billings as required under the provisions of this Agreement after the payments become due, as described in ARTICLE 7 – CONCESSION FEES, RENTS, AND FEES, interest at the maximum legal rate, or 18% per annum, whichever amount is lesser, shall be assessed until fully paid. The implementation of this provision shall not preclude the Board from terminating this Agreement for default in the payment of fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

B. Failure to pay the amounts due or comply with any other of the Concessionaire’s financial obligations to the Board under this Agreement, shall entitle the Board to re-enter and take possession of the Premises upon giving the Concessionaire ten (10) days advance written notice of its intent to do so, if said monetary default has not been remedied within said ten (10) day period.

However, the Board may extend the time period to correct the default if, in its opinion, due diligence is shown by the Concessionaire in curing the default.

C. The Board's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the Premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

D. All payments hereunder shall be considered delinquent if not received by the tenth ($10^{th}$) of the month due. If the tenth ($10^{th}$) of the month is a Saturday, Sunday, or Federal holiday, that payment shall be delinquent if not received on the following business day.

10. FINANCIAL CONDITIONS

A. Records of the Concessionaire: The Concessionaire covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any Percentage Concession Fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event the Concessionaire institutes an audit of its own records, the Board reserves the right to receive a copy of said audit. Concessionaire shall keep and maintain for a period of not less than sixty (60) months after the expiration or termination of this Agreement, true and accurate records, accounts, books, and data accounting for all business conducted at SIA. Concessionaire agrees to operate its business at SIA so that a duplicate rental agreement invoice, computer generated, shall be issued with each Transaction, whether for cash or credit. Concessionaire shall submit separate system generated reports for each brand operated.

B. Audit: The Board reserves the right, at the Board's expense, to inspect all of the Concessionaire's financial records for the purpose of verifying Gross Revenues. The Board shall give Concessionaire fourteen (14) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Concessionaire's financial records, including, but not limited to, those maintained in Spokane. If, as a result of said audit, it is determined that the Concessionaire has understated the Gross Revenues by three percent (3%) or more per Operations Year, the entire expense of said audit shall be borne by the Concessionaire. Any additional percentage fee due shall be paid by the Concessionaire to the Board, with interest thereon at the maximum legal rate allowed or 18% per annum, whichever is lesser from the date such additional fees became due which is the day under reporting commenced.

1. All records, accounts, books, and data accounting of Concessionaire shall be provided in electronic format.

C. Penalties: Concessionaire recognizes that the Board will incur additional costs if records requested by the Board are not provided in a timely manner and the amount of those costs is difficult to establish with certainty. Consequently, a penalty shall be established as follows:

1. If Concessionaire has not provided any record requested by the Board within thirty (30) days after said request was submitted to Concessionaire, Concessionaire shall pay the Board Two Hundred Dollars ($200.00) per day until all such records have been provided to Board. The per day penalty will continue to accrue, in addition to interest, at the lesser of the

maximum legal rate allowed or 18% per annum, until all records requested by the Board are satisfied and payment of penalty shall not be offset against any other amount due to the Board.

11. IMPROVEMENTS BY CONCESSIONAIRE

A. Concessionaire shall make an Initial Minimum Investment in the Premises, including, but not limited to, architectural and engineering fees; construction costs; mechanical, electrical and plumbing; signs; storefronts; furniture, fixtures and equipment; demolition necessary to accommodate the improvements; and other expenditures (the "Initial Improvements") in an amount not less than five hundred dollars ($500.00) per square foot of the Premises. Design, engineering, and construction management costs shall not exceed twelve percent (12%) of the total cost of the Initial Improvements. All work (including, but not limited to, any Alterations) shall be subject to the prior written approval of the Board. Concessionaire shall complete the Initial Improvements within the Premises defined by the demising partitions and/or other boundaries described in this Agreement according to the procedures and standards specified in the Tenant Design Guidelines, as designated in Exhibit F, and commence operations not later than 150 days from the issuance of the building permit by the City of Spokane. In the event that Concessionaire has not completed the Initial Improvements and commenced operations within 150 days from the issuance of the building permit by the City of Spokane, Concessionaire shall, in addition to (and not in lieu of) any other rights or remedies the Board may have (whether under this Agreement or in law or in equity), pay the Board the sanction amounts for Construction Delay Damages until Concessionaire has completed the Initial Improvements and commenced operations as described in ARTICLE 30 – ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE.

B. On or before the end of the sixth year of the term of this Agreement ("Midterm Deadline"), Concessionaire shall completely upgrade and refurbish the Premises (the "Midterm Refurbishments") in a manner acceptable to the Board to maintain an attractive and inviting appearance to customers. In order to permit the timely completion of the Midterm Refurbishments, not later than one hundred twenty (120) days before the Midterm Deadline, Concessionaire shall submit to the Board Concessionaire's proposed schedule and plan of refurbishment, specifically identifying those repairs and Alterations, including but not limited to painting, re-carpeting, re-finishing, re-decorating, and replacing furniture, trade fixtures and equipment, that it intends to undertake. 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 Board. Unless otherwise expressly approved by the Board, Concessionaire's investment in the Midterm Refurbishments shall be not less than twenty percent (20%) of the amount spent by Concessionaire on the Initial Improvements (the "Minimum Reinvestment"). 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 Board may have (whether under this Agreement or in law or in equity), pay the Board an amount equal to one-half of the Construction Delay Damages sanctions until Concessionaire has completed the Midterm Refurbishments.

1. All Midterm Refurbishments shall comply with the Tenant Design Guidelines issued by the Board. Concessionaire shall proceed with the implementation schedule as approved by the Board and construct the Midterm Refurbishments. Design, engineering, and construction management costs shall not exceed twelve percent (12%) of the total cost of the Midterm Refurbishments. Should Concessionaire fail to spend the Minimum Reinvestment

required for Midterm Refurbishments, the Board, in its sole and absolute discretion may request payment of the unspent amount as additional rent.

C. Concessionaire, after completion of the Initial Improvements, may from time to time during the term make such non-structural changes, alterations, additions, substitutions or improvements (collectively referred to as "Alterations") to the Premises, as Concessionaire may reasonably consider necessary and desirable to adapt or equip the Premises for Concessionaire's use and occupancy. Concessionaire shall, however, make no Alterations (including as part of the Midterm Refurbishment) that will (a) cost in excess of Fifty Thousand Dollars ($50,000), (b) involve structural work or changes, or (c) involve work or changes to the electrical, plumbing, heating, ventilation and air conditioning systems of the Premises without the Board's prior written consent.

12. STANDARDS FOR LEASEHOLD IMPROVEMENTS

A. The Initial Improvements, Midterm Refurbishment, and all other Alterations ("Leasehold Improvements") shall be done at Concessionaire's sole cost and expense and at such times and in such manner as the Board may from time to time designate. The Leasehold Improvements shall: (i) be of high quality, (ii) conform to the design criteria approved by the Board, (iii) be of fireproof construction according to the standards of the local rating organization, (iv) be constructed in good and workmanlike manner, (v) be in full and complete accordance with all legal requirements and Board standards, and (vi) be performed in a manner that will not unreasonably interfere with or disturb SIA operations or other tenants. Any approval given by the Board shall not constitute a representation or warranty as to such conformity; responsibility therefore shall, at all times, remain with Concessionaire. The failure to complete Leasehold Improvements shall subject Concessionaire to such fines and penalties identified in this Agreement.

B. Before commencing Leasehold Improvements, full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of the Board before any work or construction is commenced. Sets of construction plans and materials boards for all Leasehold Improvements shall be given to the Board for review not less than sixty (60) days prior to commencement of construction in accordance with the requirements listed in the Tenant Design Guidelines. After final approval by the Board, the Board shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof. Approval of the Board shall extend to and include architectural and aesthetic matters, and the Board reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet the Board's approval. Except as otherwise specifically provided in this Agreement, Concessionaire shall obtain all necessary permits, including any discretionary permits. In the event the Board is required or has obtained any of the necessary permits, Concessionaire will reimburse the Board for any permit fees and associated costs in obtaining said permits.

C. In the event of disapproval by the Board of any portion of any plans or specifications, Concessionaire shall promptly submit necessary revisions thereof for approval by the Board. The Board agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by the Board, shall be made in said plans or specifications after initial approval by the Board, and no Leasehold Improvements shall be made to or upon the Premises without the prior written approval of the Board.

D. Concessionaire acknowledges that SIA may be undergoing redevelopment at various times during the term of this Agreement. At all times during construction and installation of the Leasehold Improvements and any furniture, trade fixtures and/or equipment by Concessionaire, Concessionaire, its agents, employees and independent contractors shall cooperate with and coordinate activities and work with the Board's construction managers and other concessionaires at or near the Premises. It is agreed that in the event such activities of the Board substantially impair the operations of Concessionaire under this Agreement the MAG pertaining to the affected location(s) shall be prorated during such period of substantial impairment, with what constitutes "substantial impairment" being determined at the sole discretion of the Board after consultation with Concessionaire.

## 13. OWNERSHIP OF ALTERATIONS AND IMPROVEMENTS

Other than those Leasehold Improvements which are installed and become such a part of the Premises that they cannot be removed without substantial injury to the Premises, which improvements shall immediately become the property of the Board following installation, Concessionaire shall retain ownership of all furniture, trade fixtures and equipment from time to time installed in the Premises by Concessionaire at its expense (the "Removable Fixtures"). Concessionaire may remove any of the Removable Fixtures at any time during the Term and shall remove all thereof prior to the expiration of the Term. Any Removable Fixtures or other property of Concessionaire not removed at the expiration of the Term shall, at the election of the Board, become the property of the Board without payment to Concessionaire, or be deemed abandoned and removed by the Board, at Concessionaire's expense. Upon any removal of such property, Concessionaire shall promptly repair any and all damage to the Premises caused thereby and reimburse the Board for its costs and expenses in removing any such property not removed by Concessionaire and repairing any such damage not repaired by Concessionaire; this covenant shall survive the termination of this Agreement.

## 14. CONSTRUCTION OF PREMISES

Within ninety (90) days of completion of any Leasehold Improvements for which the Board's consent is required, Concessionaire shall provide the Board with (a) a certified statement (subject to verification, audit and approval by the Board) specifying the total construction cost (including architectural, engineering and permitting costs) in such detail as reasonably necessary to ascertain the costs of all Leasehold Improvements, furniture, fixtures and equipment constructed or installed by Concessionaire in the Premises; (b) a certification that the Leasehold Improvements have been constructed in accordance with the approved drawings and specifications and in strict compliance with all legal requirements and the Tenant Design Guidelines; (c) a certified proof in writing demonstrating that no Liens exist on any or all of the construction; and (d) a reproducible final copy of the plans as-built for all improvements along with computer discs as electronic files in a format compatible with the Board's CAD Standards Manual, and a pdf format file to enable the Board to upgrade its existing files to reflect the as-constructed changes made by Concessionaire and which will be incorporated by reference to the Agreement as a supplement to Exhibit A, without the need for the parties to formally amend this Agreement. The Initial Minimum Investment required shall not include financing costs, interest, inventory, pre-opening expenses, or intracompany charges related to design or construction. Professional fees related to the design, engineering, and construction management of the facilities shall not exceed twelve percent (12%)

of the total certified cost of the improvements. In addition to the certified statement, Concessionaire shall submit a depreciation schedule for all Leasehold Improvements. Such depreciation schedule shall be updated upon the installation and cost certification of all Midterm Refurbishments. Failure by Concessionaire to provide such reports and schedules on time shall result in a Two Hundred Fifty Dollars ($250.00) per day penalty, payable to the Board. Concessionaire agrees that, upon the request of the Board, Concessionaire will inspect the Premises jointly with the Board to verify the as-built drawings.

15. INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING LEASED PREMISES

A. Water, sewer, heating, air conditioning, electrical power, general lighting and gas service are provided to the perimeter of the Premises only and to locations determined by the Board, with build-out within the Premises the responsibility of the Concessionaire. If Concessionaire requires additional capacity for lighting, electrical power, water, gas, telephone outlets, or adjustments to the heating and air-conditioning system, beyond the capacities provided by the Board, such additional improvements or services shall be subject to the prior written approval of the Board, and any such approved improvements or services shall be made at Concessionaire's expense.

B. Concessionaire may install video equipment in its Premises in accordance with plans and specifications to be submitted to the Board but shall not install any paging or audio system within the Premises without the prior written consent of the Board.

C. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Premises without the prior written consent of the Board, which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

D. Concessionaire shall not directly or indirectly create or permit or suffer to be created and/or to remain, any mechanics' or materialman's Lien upon the Premises or any SIA property, including any Leasehold Improvements, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted by in writing by the Board, by reason of construction, labor, services, or materials performed or furnished at request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, in the event any such Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall within fifteen (15) days after the filing thereof, cause such Lien to be released of record, by payment, bond or as otherwise allowed by law, any such Lien(s). Concessionaire shall also defend (with counsel approved by the Board), fully indemnify, and hold entirely free and harmless the Board from any action, suit or proceeding brought on or for the enforcement of such Lien(s). In the event of Concessionaire's failure to clear the record of any such Lien within such time period, the Board may (but is not required to) remove said Lien by paying the full amount thereof or by bonding or in any other manner the Board deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay the Board the amount so paid out by the Board in connection with the discharge of said Lien, together with interest thereon at the rate of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is less, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to the Board as additional rent on the first day of the next following month. Nothing contained in this Agreement shall be construed as a consent on the part of the Board to subject the Board's estate in the Premises to any Lien or liability under the laws of the State of Washington. Concessionaire's obligation to observe and perform any of the provisions of this Article 15 shall survive the expiration of the Term or the earlier termination of the Agreement. As used in this Article, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Premises, any Alteration, fixture, improvement or appurtenance thereto, or any larger building and/or property of which the Premises may be a part.

16. MAINTENANCE OF LEASED PREMISES BY BOARD

A. The Board agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the airport, including the SIA terminal's public areas and all appurtenances, facilities, and services now or hereafter connected therewith.

B. The Board shall provide, or cause to be provided, structural maintenance of the SIA terminal and shall provide, or cause to be provided, the washing of the exterior of all windows, if any, in the Premises at periodic intervals set by the Board.

C. The Board shall, throughout the term of this Agreement, maintain all airport-owned roads on the airport giving access to the SIA terminal in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the SIA terminal over said roads at all times (unless security, weather, or construction conditions dictate otherwise). The Board reserves the right to restrict access to the SIA terminal for deliveries during peak activity periods by giving ten (10) days' notice of such restrictions.

17. MAINTENANCE OF LEASED PREMISES BY CONCESSIONAIRE

A. Except for maintenance of the SIA terminal's public areas, as provided in Article 16, Concessionaire shall be obligated, without cost to the Board, to maintain the Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of the Board.

B. Upon the execution of this Agreement, Concessionaire shall establish a preventive and routine maintenance program to maintain the Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the CEO or his or her designated representative. Concessionaire shall in January of each Operations Year, provide the CEO a written schedule of Concessionaire's cleaning and maintenance program. Such schedule shall include that all grease traps and grease waste containment systems are checked and cleaned, as necessary, at least monthly. Any damage caused by malfunctioning or under-maintained grease traps, grease waste containment systems, or other equipment for which the Concessionaire is responsible for maintaining shall be the sole responsibility of the Concessionaire. Maintenance schedules shall also provide for the monthly cleaning and maintenance of all hood and ventilation systems, including all ductwork from inside the unit through to the rooftop fan.

C. The Board or its authorized agents shall be the sole judge of the quality of maintenance. The Board or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Premises to determine if maintenance satisfactory to the Board is being performed. If it is determined that such maintenance is not satisfactory, the Board or its authorized agent shall notify Concessionaire in writing. If such maintenance is not performed to Board standards by Concessionaire within seven (7) days after receipt of written notice, the Board or its agents thereafter shall have the right to enter the Premises and perform the required maintenance and Concessionaire agrees to promptly reimburse the Board for the cost thereof, plus twenty percent (20%) for administrative overhead.

D. On or about the commencement of each Operations Year, representatives of the Board and Concessionaire shall tour the Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Premises in first-class condition. Concessionaire shall promptly undertake such refurbishment at its sole cost and expense, in addition to any Midterm Refurbishment. If Concessionaire and the Board cannot jointly agree upon the type and extent of refurbishment, the Board may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

E. Upon discovery, Concessionaire shall immediately give oral notice to the CEO or his or her designated representative of any hazardous or potentially hazardous conditions in the Premises or in the SIA terminal. Any hazardous or potentially hazardous condition in the Premises shall be corrected immediately upon receipt of oral notice from the CEO. At the direction of the CEO or his or her designated representative, Concessionaire shall close the Premises until such hazardous or potentially hazardous condition is removed.

F. Concessionaire agrees to employ and/or contract with sufficient personnel, and provide the necessary equipment, to keep the Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

G. Concessionaire shall comply with all food safety, health, and sanitary regulations adopted by all applicable governing bodies and all rules and regulations promulgated by the Board. Concessionaire shall give access for inspection purposes to any duly authorized representatives of such governing bodies and to the CEO or his or her designated representative. Concessionaire shall provide the Board with copies of all inspection reports within 48 hours of receipt, and in the event of an infraction with the regulations, provide the Board with a written incident report and action plan to address the particular finding/determination to avoid future incidents.

H. Concessionaire shall maintain a complete and proper arrangement for the adequate sanitary handling of all trash, recycling, and other refuse generated as a result of the operations in the Premises and shall provide for its timely removal and disposal in the locations and receptacles designated by the Board. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from SIA in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor.

I. In transporting trash and refuse from the Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels suitable for operating on carpets and tile without damage thereto. Such disposal shall take place during hours as may be approved by the Board. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Premises.

J. Concessionaire shall at all times maintain the Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin in accordance with the policies set by the Board as well as all laws, statutes, ordinances, and regulations set by the local and regional governmental agencies. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash and recycling receptacles, as required, in all customer seating areas.

K. Any damage caused to SIA or any SIA property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of Concessionaire and Concessionaire shall reimburse the Board for any such damage repaired or paid for by the Board within thirty (30) days of billing by the Board. Any sums so paid by the Board shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by the Board until the Board has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, the Board shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow the Board to make the repair and then reimburse the Board for the cost of such repair.

L. If the Premises, excluding Concessionaire’s Leasehold Improvements or trade fixtures, are partially damaged by fire or other casualty not attributable to Concessionaire in any manner, but not rendered untenantable, the same shall be repaired with due diligence by the Board. The Premises shall be repaired or restored at the Board's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is caused by the Concessionaire, in whole or part, its officials, agents or employees, it shall be the responsibility of the Concessionaire to pay all loss, damage and costs not covered by Concessionaire’s insurance proceeds. Should a portion of the Premises be untenantable, rent for the untenantable portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs. The amount of the rent abatement shall be calculated as the pro rata portion of the MAG owed for the untenantable portions of the Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Premises as a percentage of the total square footage for all Premises from which sales are generated.

If the Premises, excluding Concessionaire’s Leasehold Improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, the Board shall be under no obligation to repair or reconstruct such Premises. The rent for the affected portions of Concessionaire’s Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space(s) sufficient to allow the Concessionaire to operate. The amount of the rent abatement shall be calculated as the pro rata portion of the MAG owed for the untenantable portions of the Premises and such pro rata portion shall be calculated based on the square footage of the untenantable Premises as a percentage of the total square footage for all Premises from which sales are generated.

The Board shall notify Concessionaire within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Board elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of the Concessionaire, its officials, employees, or agents, in which case it shall be the responsibility of the Concessionaire to pay all loss, damage, and costs not covered by the Concessionaire's insurance proceeds. Should the Board elect not to repair or reconstruct the Premises, this Agreement shall terminate on the date of notification by Board as specified in this paragraph for the untenantable portions of the Premises. In such event, the Board agrees to use its best efforts to obtain adequate substitute space for Concessionaire.

18. [RESERVED]

19. OPERATION OF LEASED PREMISES

A. Concessionaire shall actively operate its business in the Premises in a business-like manner. Concessionaire must operate concessions in the Premises in accordance with the flight schedules. Concessions must open to the public three hundred sixty-five (365) days a year at least sixty (60) minutes prior to the first departure time in the morning or when the security checkpoint opens, if earlier, and remain open at least until the last flight departs each day. These minimum hours of operation pertain to the flight schedules on each concourse. For the hours of operation in the A/B Rotunda, the earliest and latest flights on both Concourses A and B shall be considered. All locations shall remain open to accommodate flight delays that are expected to last more than one-half hour to serve the airport customers. The pre-security concession locations shall remain open until the last flight on their respective concourse(s) arrive. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined by the Board in light of changing public demands and airline operating schedules. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation.

B. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by the Board.

C. Concessionaire shall at all times observe cash and record handling procedures and maintain cash and record handling systems in accordance with written procedures submitted to and approved by the Board. The Board and Concessionaire agree that such written procedures may be revised from time to time, as mutually agreed upon by the Concessionaire and the Board, upon the advent of generally accepted technological changes. The agreed-upon cash, digital, and record handling procedures and required systems shall be incorporated in the written policy and rules and regulations of Concessionaire that cover the accounting and handling of all sales and services transactions related to this Agreement.

D. The Board shall have the right at its cost to monitor and test all of Concessionaire's services by a shopping service selected by the Board and enter the Premises to conduct surveys that may or may not pertain to Concessionaire's business.

E. Where customer sales have not been recorded because of failure by Concessionaire to comply with ARTICLE 7 – CONCESSION FEES, RENT, AND FEES, or for any other reason, Concessionaire shall pay to the Board the amount that would have been due the Board, plus one and one-half percent (1.5%) per month or the maximum legal rate, whichever is lesser, for each month that sales were not recorded. The Board shall have the right to make a reasonable estimate of the losses.

F. The Board shall provide utilities as outlined in the Tenant Design Guidelines to the perimeter of the Premises located in the new Concourse C locations and Concessionaire shall make such connections as required and permitted by building code. Concessionaire shall be responsible for all demolition and reconstruction pertaining to utility connections in all existing concession locations that are redeveloped by Concessionaire.

G. Concessionaire agrees to pay for all utilities it uses, including deposits, installation costs, and service charges. No such payment of utilities shall constitute a payment of rent or credit against any other amount due under this Agreement. Meters for the utilities shall be provided by the Concessionaire.

H. In the event meters are impractical, the Board shall prepare a monetary estimate of annual utility consumption, which shall be payable monthly and adjusted from time to time by the Board based on increases in utility rates.

I. Concessionaire agrees to fully comply with and participate in the sustainability policies and practices implemented by the Board from time to time.

20. <u>DAMAGE OR DESTRUCTION</u>

In the event of damage or destruction of SIA property caused by the Concessionaire, its agents, employees, or equipment, Concessionaire agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Concessionaire further agrees to cause such repair, reconstruction, or replacement of affected property with due diligence.

21. <u>INDEMNITY AND WAIVER OF DAMAGES</u>

A. The Concessionaire shall indemnify, hold harmless and defend the Board, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Premises and/or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Board shall give the Concessionaire prompt notice of any such claim or actions made or filed against it.

B. Concessionaire hereby agrees to release and hold harmless the Board, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Concessionaire does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Board, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires, or aircraft Concessionaires.

C. Concessionaire further agrees to hold the Board, the City and County of Spokane, their agents, officials, and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment excluding any claims arising out of the sole negligence of the Board, the City and County of Spokane, their elected officials, agents, and employees.

22. INSURANCE

A. The Concessionaire shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best’s rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard commercial general liability covering all operations of the Concessionaire and shall include, but not be limited to, general commercial liability; broad form property damage coverage and bodily injury coverage; automobile including owned, non-owned, leased and hired; contractual coverage, including the obligations of ARTICLE 21 – INDEMNITY AND WAIVER OF DAMAGES, herein; and independent contractors coverage. The Board, the City and County of Spokane, its elected and appointed officials, agents, and employees, shall be included as additional insureds with respect to Concessionaire’s use of SIA and the Premises which are subject of this Agreement. The Concessionaire shall, promptly after execution of this Agreement, furnish to the Board appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than Two Million Dollars ($2,000,000.00) combined single limit or split limits equal to and not less than Five Million Dollars ($5,000,000.00) for bodily injury and property damage with respect to each occurrence. The automobile coverage shall not be less than Five Million Dollars ($5,000,000) for owned, non-owned, leased and hired automobiles.

B. The insurance policies shall not be subject to cancellation or material change except after notice to the Board at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written notice of renewal shall be furnished to the Board at least thirty (30) days prior to expiration of any policy during the term of this Agreement. Upon written request by the Board, the Concessionaire shall permit the Board to inspect the originals of all applicable policies. The Board, the City and County of Spokane, its elected and appointed officials, agents, and employees, shall be included as additional insureds with respect to Concessionaire’s use of SIA and the Premises which are subject of this Agreement.

C. Concessionaire shall maintain, in full force and effect during the Term, liquor liability insurance in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence. Such insurance shall protect against claims that may arise from the dispensing of beer, wine, and other alcoholic beverages from the Premises, provided however, that Board and Concessionaire acknowledge that commercially available liquor liability insurance coverage contains specific exclusions for which Concessionaire agrees to indemnify and hold Board harmless from and against any claims arising from such exclusions.

D. Concessionaire must procure and maintain automobile liability insurance covering owned, non-owned, leased and hired vehicles in an amount not less than Five Million Dollars ($5,000,000.00) for bodily injury and property damage combined single limit, such limits subject to adjustment by the Board during the Term of this Agreement.

E. Concessionaire shall maintain, in full force and effect during the Term, foodborne illness and contamination liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall protect against claims that may arise from the dispensing of food and beverages from the Premises, provided however, that Board and Concessionaire acknowledge that commercially available liability insurance coverage contains specific exclusions for which Concessionaire agrees to indemnify and hold Board harmless from and against any claims arising from such exclusions.

F. This ARTICLE 22 – INSURANCE shall be subject to periodic adjustments by the Board.

G. Lessee shall direct all insurance correspondence, certificates and endorsements to the Board via its insurance contractor by one of the following methods:

1. By email to: propertiesdept@spokaneairports.net

or to such other address as the Board may, from time to time, specify in writing to Lessee in the manner described in the Notices provision of this Agreement.

23. QUALITY AND CHARACTER OF SERVICE

A. Concessionaire shall offer the food and beverage products in the designated locations and for the prices indicated in accordance with Exhibit B. Concessionaire shall upon written demand from the Board cease offering any item that the Board shall determine is objectionable for sale or display at SIA and immediately remove such item from its inventory and not thereafter offer such item at SIA. If Concessionaire offers any menu items ordered for carry-out service, packaging shall be in good-quality, easy to carry one-hundred percent (100%) compostable packaging as certified by the Biodegradable Products Institute (BPI) or equivalent certification program. Upon prior written approval from the Board, Concessionaire may from time to time add or delete items from its menus.

B. Concessionaire shall offer only high-quality foods and beverages that are freshly, properly, and safely prepared, sanitary, accurately labeled (as appropriate), and as described on menus. The quality and quantity of the food and beverages offered shall be comparable to, or better than, that offered for sale in the comparable restaurants, cocktail bars, snack shops, quick service outlets, and coffee shops in the Spokane-Spokane Valley-Coeur d'Alene metropolitan statistical area. Upon written notice to Concessionaire by the Board of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

C. The CEO or his or her designated representative, shall have the right to raise reasonable objections to the appearance or condition of the Premises, the quality and quantity of food and beverage products, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said CEO or his or her designated representative to be remedied by Concessionaire.

D. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices; provided, however, that Concessionaire may make or give such reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may desire to its employees and other SIA employees.

E. Concessionaire shall maintain and operate the Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of the Board, does not annoy, disturb, or offend others at SIA.

F. Concessionaire shall without any additional charge to the purchaser, exchange any food, beverages, or retail products determined by said purchaser to be unsatisfactory or of poor quality or shall provide a full refund of the purchase price. Common Use Lounge personnel must have authorization to handle all product replacements and refunds immediately upon purchaser request without having to summon a manager or alternate employee to the location.

G. At all times during the Term of this Agreement, Concessionaire shall accept at least four (4) major credit cards (Visa, MasterCard, Discover, and American Express) as payment for any debit or credit transaction for access to the Common Use Lounge. Further, the Board requires the implementation of expedited and contactless payment options, which may include but are not limited to MasterCard PayPass®, Apple Pay, and Google Pay to ensure prompt and efficient customer service.

H. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of SIA and have the ability to provide passengers and visitors with information regarding the locations of SIA services. Concessionaire is encouraged to implement mystery shopper services to ensure consistent performance.

I. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

J. Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Premises, shall be polite, friendly, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags and SIA security badges. The Board shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

K. The management, maintenance, and operation of the Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire.

Concessionaire shall cause such manager to be assigned a duty station or office in the Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of the Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with SIA at all times.

## 24. <u>HAZARDOUS SUBSTANCES</u>

A. Concessionaire shall indemnify, defend, and hold Board harmless from any and all claims, damages, from or in connection with the presence of Hazardous Substances placed in or on the Premises after the Commencement Date as a result of Concessionaire's operations, unless the Hazardous Substances are present as a result of the negligence or willful misconduct of its agents, employees, contractors or invitees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site, or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Concessionaire shall schedule with the Board annual environmental walks through the Premises with a representative of Concessionaire to ensure compliance under this Article 24.

B. For the purposes of this Article, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq*., the Oil Pollution Act, 33 U.S.C. 270, *et seq*. or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, *et seq*. or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, *et seq*., United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101, including appendices and amendments thereto), the Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq*., the Solid Waste Disposal Act, 42 U.S.C. § 1251, *et seq*., the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq*., the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 11001, *et seq*., or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto), and any applicable federal, state, or local law or regulation (collectively, "Environmental Laws"). Hazardous Substances shall also include Mold and Fungi identified as an environmental hazard and as validated by a Certified Industrial Hygienist.

C. The Concessionaire is solely responsible for taking all steps and actions, including payment of associated costs, to investigate, remove, or remediate any Hazardous Substances or any other environmental contamination on, under, or which emanate from the Premises that arise after the Commencement Date and which are a result from the Concessionaire's use or occupancy of the Premises. Concessionaire is responsible for the protection of public health and safety and the environment from actual or potential harm and, consistent with the foregoing, is obligated to ensure that the Premises are in compliance with all Environmental Laws, including but not limited to acquisition of any permits or registration for the handling, storing or transportation of Hazardous Substances. If any remediation work is required by Concessionaire as described above, then Concessionaire, at its sole expense, shall perform all work required and provide the Board, for its reasonable approval, with a written plan of action for completing said remediation work. Concessionaire shall also be responsible for any civil fines or penalties that result from the Concessionaire's obligations in this paragraph, Section C.

1. Concessionaire shall notify the Board of any application for a new, or renewal of, any permit regarding the handling, storing, or transportation of Hazardous Substances, and provide the same within thirty (30) days of receipt to the Board.

D. Additional provisions regarding Concessionaire and Hazardous Substances

1. Except for Hazardous Substances used in connection with the operation and maintenance of Concessionaire's business used in commercially reasonable quantities and in compliance with Environmental Laws, including but not limited to acquisition of any permits or registration for the handling, storing or transportation of Hazardous Substances, Concessionaire shall not engage in or allow the generation, use, manufacture, treatment, transportation, or storage of any Hazardous Substance in, on, under, or adjacent to the Premises, except by written permission of the Board.

2. Concessionaire shall not engage in or allow the unlawful release of any Hazardous Substance in, on, under or adjacent to Concessionaire's Premises (including air, storm water, surface water and ground water on, in, under or adjacent to the property). Concessionaire shall at all times be in compliance with Environmental Laws with respect to the Premises or any Hazardous Substance and shall handle all Hazardous Substances in compliance with good industry standards and management practices while minimizing any potential risks of contamination.

3. Concessionaire shall promptly notify the Board, the Board's operations department, and any and all adjacent property tenants, in writing, if Concessionaire has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Concessionaire shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to contain the spread of and remove, to the satisfaction of the Board any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Concessionaire's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements.

4. Concessionaire shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Concessionaire's compliance with all applicable laws relating to Hazardous Substances.

25. <u>TAXES</u>

The Concessionaire shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. This obligation shall include, but not be limited to, taxes imposed on the leasehold interest on the Premises, or any part thereof, any improvements at any time situated thereon any personal property of the Concessionaire or any trade fixtures. Concessionaire shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state, or federal laws with respect to Concessionaire's agents, employees, or Concessionaire's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent the Concessionaire from protesting through due process, any taxes levied. Upon any termination of this Agreement, all taxes levied, or a Lien upon any said property or taxable interest therein shall be paid in full without proration by the Concessionaire forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and issuance of statement.

## 26. RIGHTS OF THE BOARD

A. Upon providing notice, if possible, the Board reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists, which makes reasonable notice impractical, Concessionaire, or Concessionaire's authorized agent shall accompany the Board or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Board's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Premises or improvements in order to perform its duties under the rights granted by this Agreement.

B. The Board reserves the right to direct, in its sole discretion, all activities of the Concessionaire at SIA in the event of an emergency.

C. The Board reserves the right to direct, at its discretion, Concessionaire's operations in the event that Concessionaire's operations are unreasonably interfering with the use by others of SIA and/or Premises; e.q. to restrict the use of "public" areas of SIA in favor of the traveling public.

D. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure SIA, including the Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by the Concessionaire, and the Board shall have no liability hereunder to Concessionaire by reason of any interruption to Concessionaire's operations on the Premises occasioned by such Board activities; provided, however, that the Board shall consult in advance with Concessionaire on such changes and if Concessionaire shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

E. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of SIA and Concessionaire agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

F. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Board determines that the needs of the traveling public are not being met.

G. The Board reserves the right to assess penalties to the Concessionaire for nonperformance.

## 27. RELOCATION OR TERMINATION OTHER THAN FOR DEFAULT

A. In the event that Concessionaire either (a) experiences a decrease in its sales per enplaned passenger of more than twenty percent (20%) for the Premises, or any discrete portion thereof, for two (2) quarters in any twelve (12)-month period, (b) loses the franchise agreement rights under which the concession for the Premises, or any discrete portion thereof, was operated, or (bc) experiences a decline in Gross Revenues for the Premises, or any discrete portion thereof, for two (2) consecutive years without a corresponding decrease in the number of enplanements for the same two-year period, the Board may initiate a discussion with Concessionaire about termination of this Agreement or the discrete portion of the Premises to which such issue pertains. If the parties mutually agree, then a termination agreement shall be executed under which the Board shall agree to remarket the space and the Concessionaire shall agree to terminate the Agreement and vacate the space if and when a new tenant's lease for the space is executed and the new tenant design for the space is approved by the Board.

B. Notwithstanding the provisions of ARTICLE 11 – IMPROVEMENTS BY CONCESSIONAIRE if at any time the Board determines that the Premises (or any portion thereof) are necessary for the operation, safety, security or convenience of SIA, the Board may require Concessionaire to close, reduce or relocate (to a location designated by the Board) the Premises, or any discrete portion thereof. In such event, the Board shall provide Concessionaire at least sixty (60) days advance written notice. Concessionaire shall have the right to accept or reject any proposed reduction or relocation of the Premises. If accepted, the Board and Concessionaire shall negotiate, in good faith, for the payment of any relocation costs associated with such change. If Concessionaire rejects the reduction/relocation, or if the parties are unable to reach agreement regarding the payment of costs associated with such change, the Board may, at the Board's election, terminate this Agreement with respect to all or a portion of the Premises. If Concessionaire is not in default under any of the provisions of this Agreement on the effective date of termination, the Board shall refund any rent prepaid by Concessionaire, to the extent allocable to any period subsequent to the effective date of the termination, and reimburse Concessionaire the Net Book Value of Leasehold Improvements applicable to the Premises (or portion thereof) to be relocated or reduced. Concessionaire shall not be entitled to any compensation at termination for the bargain value of the leasehold or any relocation expenses or loss of business expenses.

C. In the event that any federal, state or local government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, the Board may, at its option, terminate this Agreement as of the date of such taking, and if Concessionaire is not in default under any of the provisions of this Agreement on the effective date of termination, the Board shall refund any rent prepaid by Concessionaire, to the extent allocable to any period subsequent to the effective date of the termination. In addition, Concessionaire shall be entitled to participate in any compensation paid in the event of a taking, not to exceed the Net Book Value of Leasehold Improvements. Concessionaire shall not be entitled to any compensation at termination for the bargain value of the leasehold or any relocation expenses, except to the extent such relocation expenses may be awarded to Concessionaire as part of any condemnation proceeding.

D. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Board of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Concessionaire is not in default under any of the provisions of this Agreement on the effective date of termination, the Board shall refund any rent prepaid by Concessionaire, to the extent allocable to any period subsequent to the effective date of the termination, and reimburse Concessionaire the Net Book Value of Leasehold Improvements. Concessionaire shall not be entitled to any compensation at termination for the bargain value of the leasehold or any relocation expenses.

E. The Net Book Value of Leasehold Improvements, as defined in ARTICLE 2 – DEFINITIONS, shall be the sum of the unamortized portion (as of the effective date of the applicable termination) of the Cost of Eligible Improvements for each Eligible Improvement directly affected by such deletion or termination. As used in this Article, "useful economic life" shall specifically be determined with respect to the initial investment in the Eligible Improvement, Concessionaire's repair and maintenance of the Eligible Improvement, and Concessionaire's custom and usage for assets similar to the Eligible Improvements, both at SIA and elsewhere.

F. The Costs of Eligible Improvements, as defined in ARTICLE 2 – DEFINITIONS, shall be determined from the information timely submitted by Concessionaire pursuant to ARTICLE 14 – CONSTRUCTION OF PREMISES or any Board consent, which information is subject to verification by the Board.

G. For each Eligible Improvement, the Cost of that Eligible Improvement shall be amortized over the useful economic life of such Eligible Improvement, where such useful economic life shall in no instance exceed the period of time commencing on the date such Eligible Improvement is installed and terminating on the expiration of this Agreement, or any lesser period that may be specified in any consent, sublease or other writing, on a straight-line basis with no salvage value. The Net Book Value of Leasehold Improvements shall be the sum of the unamortized portion (as of the effective date of the applicable termination) of the Cost of Eligible Improvements for each Eligible Improvement directly affected by such deletion or termination. As used in this Article, "useful economic life" shall specifically be determined with respect to the initial investment in the Eligible Improvement, Concessionaire's repair and maintenance of the Eligible Improvement, and Concessionaire's custom and usage for assets similar to the Eligible Improvements, both at SIA and elsewhere.

## 28. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Concessionaire that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the government, shall be suspended.

C. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States government and the Board relative to the use, operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of SIA, by the provisions of the Board

Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Board shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Concessionaire in and to the Premises and improvements thereon.

## 29. AGREEMENT SUBORDINATE TO BOND ORDINANCE

This Agreement and all rights of the Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Board, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Board and the Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and the Board with the terms and provisions of the bond covenants. The Concessionaire agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax-exempt financing for or on behalf of the Board.

## 30. ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

The Concessionaire hereby covenants and agrees:

A. Concessionaire's personnel performing services at SIA shall not engage in any driving practices on the Premises or SIA that violate speeding or other driving laws and they shall practice safe driving techniques. Concessionaire's personnel that are deemed to have violated any standard driving rules and regulations or who are found to be driving in an unsafe manner may be subject to action from the Board in addition to any action taken by Concessionaire.

B. That the personnel performing services at SIA shall be neat, clean, and courteous. The Concessionaire shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or to solicit business at SIA in any manner whatsoever except through the use of signs as allowed herein.

1. Concessionaire shall not engage in deceptive business practices such as misleading or luring the public into purchasing a product or service.

2. Concessionaire shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all Board's approved trade fixtures, removable structures, and other personal property used from time to time in its operations at SIA, all of which shall be and remain the property of Concessionaire except as herein provided, and may be removed by Concessionaire prior to the expiration of the term of this Agreement, provided, however, that the Concessionaire shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Concessionaire a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Board. The Board may reject said trade fixtures or personal property and require Concessionaire to reimburse the Board for the cost to dispose of said fixtures and/or personal property. It is understood, for the purposes of this Article, that the phrase "trade fixtures" shall

include but not be limited to any non-affixed items, except expendables and personal property, that can be removed without damage to the Premises, including computer equipment, point of sale equipment, display fixtures, removable structures, signs (electrical or otherwise) used to identify Concessionaire's Premises, and all other miscellaneous equipment.

C. That it shall observe and comply with any and all applicable SIA, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of SIA. The Concessionaire shall obtain and keep in force all permits required by law for operation of the Common Use Lounge business.

D. That it shall meet all expenses in connection with its operation at SIA, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Concessionaire, and that it will secure all such permits and licenses.

E. The Board shall be the sole and final judge of the quality and the adequacy of the services furnished by the Concessionaire as specified herein. In the event the Board determines that Concessionaire has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Board may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per ARTICLE 35 – BOARD'S RIGHT OF CANCELLATION, contained herein. However, the Board may, in its sole discretion, extend the time for compliance if, in its opinion, the Concessionaire is making progress in complying with the requirements of this Agreement.

F. Concessionaire's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Board, and reduce the amount of compensation to be paid to Board. Additionally, the Board resources will be expended in dealing with violations of this Agreement by Concessionaire. The parties hereby agree that total damages sustained by Board for violations of the provisions of this Agreement addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Board. Concessionaire, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by the Board the following amounts as liquidated damages upon the occurrence of breaches related to the following subject matter:

| VIOLATION | LIQUIDATED DAMAGES |
|---|---|
| Service Standards and Employee Standards Violation | $200 per occurrence |
| Pricing and Quality Violations | $250 first occurrence<br>$500 per occurrence thereafter |
| Signs and Premises Violations | $100 first occurrence<br>$200 per occurrence thereafter |

| | |
|---|---|
| Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling Violations | $350 per occurrence, for up to three (3) occurrences.<br><br>$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Board billed at a rate determined by Board at its sole discretion, notwithstanding the market rate. |
| Deliveries and Vendor Access Violations (including blocking of traffic lanes) | $200 per occurrence |
| Aggressive selling techniques | $500 per occurrence |
| Deceptive Business Practices | $500 per occurrence |
| Failure to Provide Documents, including but not limited to ACDBE Reporting Requirements, to Board in Accordance with Agreement Requirements | $200 for each and every calendar day of delay (notwithstanding any other remedies or actions provided for herein) |
| Employee or Unauthorized Vehicle Parking Violations | $200 per vehicle per day |
| Construction Delay Damages | $500 per day |

1. The Board's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right, or prohibit the Board from doing so for subsequent violations.

2. Liquidated damage amounts shall not be imposed unless the violation continues for more than three (3) calendar days after the Board has given Concessionaire written notice (and this written notice may be in the form of an email) of the violation; provided, however, after the Board has given Concessionaire notice of the same violation more than twice during any given year, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) violations of the same type in the same year, the Board reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of default, including termination of this Agreement.

G. Concessionaire agrees to furnish the Board such copies of reports pertaining to any Environmental Laws (as defined herein) or the handling, storage, or transportation of Hazardous Substances (as defined herein), along with those incidents pertaining to the subject matter set forth in ARTICLE 24 – HAZARDOUS SUBSTANCES.

H. Concessionaire shall not create an environment that attracts any type of animal or wildlife that would be considered by the Washington Department of Fish and Wildlife to be 'excessive' based on the type of animal or wildlife natural to the Premises and surrounding property. In the event that Concessionaire creates an environment that attracts animal or wildlife in excessive amounts, or a feature of the Premises does the same, that would negatively impact SIA, as determined by the Board in its sole discretion, Concessionaire shall immediately remedy the attraction at Concessionaire's sole cost. Complete mitigation of the environmental nuisance or feature of the Premises shall be completed to the Board's discretion.

31. SECURITY

A. Concessionaire shall comply with all current and future Board, local, state, and federal security rules, regulations, policies, and procedures in place for the Airport, including 49 CFR Part 1542 (Airport Security), as amended from time to time. Concessionaire agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and SIA security policies as presently outlined in the Airport Security Plan, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, the Board, or SIA 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 Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Board as a result of any such violation.

B. Concessionaire shall abide by rules and regulations adopted by the Board in carrying out the Board's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Board deems necessary from time to time. Concessionaire shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the Airport ID Card Application Form, available from the Airport Police Department and submit his/her fingerprints for a criminal history check. The cost shall be the responsibility of the applicant or Concessionaire and such cost may be amended by the Board from time to time. Concessionaire shall deliver to the Airport Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under the Agreement. Any change in personnel shall be reported to the Board and the Airport Police Department. Concessionaire shall be responsible for the prompt recovery of SIA keys and security identification badges.

C. Pursuant to applicable federal regulations, Concessionaire shall conduct an annual self-audit of Board access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide the Board with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected SIA area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

D. Concessionaire recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and SIA security policies as presently outlined in its Airport Security Plan, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, the Board or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Board as a result of any such violation.

E. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Spokane Airport Security Program (ASP) and the Airport Security Coordinator (ASC). The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make the Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542.

Additionally, Concessionaire will comply with rules, practices, security restrictions and regulations as set forth by the Board or any agency having jurisdiction at SIA. Any fines assessed against the Board as a result of the Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to the Board by the Concessionaire.

F. All employees assigned by the Concessionaire shall be physically able to do their assigned work. The Board shall 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 SIA. Concessionaire shall not permit any employee to begin work until Airport Police grants clearance to each individual employee.

G. Concessionaire employees shall identify, challenge, and report all unauthorized personnel (anyone without proper Airport-issued identification) to Airport Police Department in the SIA terminal during all hours. NOTE: Airport Police are in the terminal twenty-four (24) hours per day, seven (7) days per week.

32. WAIVER OF SUBROGATION

A. The Board and Concessionaire each waive any rights it may have against the other on account of any loss or damage occasioned to the Board or Concessionaire, as the case may be, their respective property, the Premises or its contents or to other portions of SIA arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Agreement. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either the Board or Concessionaire against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Concessionaire further expressly waives any and all claims against the Board, the City and County of Spokane, their agents and employees of whatever nature, for any and all loss or damage sustained by the Concessionaire, except loss or damage caused by the sole negligence of the Board, its agents or employees, including interruption of the Concessionaire's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

33. ADVERTISING AND SIGNAGE

A. Concessionaire shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising on leased spaces. Prior to installation of such signage, the Concessionaire shall submit plans and obtain written approval of the Board or its designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Board. In the event the signs are removed and not replaced, Concessionaire shall repair the area to its normal appearance. To the extent that Concessionaire uses any electronic medium for identification and/or advertising which includes any reference to Concessionaire's relationship with the Board, the Board shall have the right to review and approve the same.

B. All signs shall be repaired or replaced by Concessionaire as they fade, peel, or generally deteriorate. Internal sign lighting shall be maintained by Concessionaire with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Concessionaire prior to leaving.

C. Concessionaire shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises.

34. CONCESSIONAIRE'S PERSONAL PROPERTY/TRADEMARKS

A. All personal property, equipment, furnishings, decorations, and trade fixtures placed upon the Premises by Concessionaire shall be at Concessionaire's sole risk, and the Board shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

B. Concessionaire represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Concessionaire agrees to save and hold the Board, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Concessionaire under or in any way connected with this Agreement.

35. BOARD'S RIGHT OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellation by the Board should any one or more of the following occur:

A. If the Concessionaire shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Concessionaire and Concessionaire is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Concessionaire and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a receiver for the Concessionaire's assets is appointed, or if the Concessionaire shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If the Concessionaire shall vacate, abandon, or discontinue for thirty (30) consecutive days the conduct and operation of its Common Use Lounge operation, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Concessionaire's control.

C. If the Concessionaire shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Board has a reasonable basis to believe the Concessionaire will fail in the same, or the Concessionaire engages in conduct or activity detrimental to the operations of the Board, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will happen, the Concessionaire shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the Board, then and in such event, this Agreement and all of Concessionaire's rights under this Agreement shall automatically terminate. The Board shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by the Concessionaire in curing the default.

D. The discovery by the Board that any financial or background information or statement provided to the Board by the Concessionaire, or any agent, representative, successor, grantee, or assign of the Concessionaire, was materially false.

E. If under any of the foregoing provisions of this Article the Board shall have the right to re-enter and take possession of the Premises, the Board may enter and eject the Concessionaire and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any remedies of the Board in the event of default by the Concessionaire; and without liability for any interruption of the conduct of the affairs of Concessionaire or those claiming through or under it.

## 36. CONCESSIONAIRE'S RIGHT OF CANCELLATION

In addition to all other remedies available to the Concessionaire, this Agreement shall be subject to cancellation by Concessionaire should any one or more of the following occur:

A. The permanent abandonment of SIA.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of SIA for scheduled air transportation.

C. The breach by the Board of any covenants, terms, or conditions of this Agreement to be kept, performed, and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Concessionaire of the existence of such breach.

D. The assumption of the United States government, or any authorized agent of the same, of the operation, control, or use of SIA and its facilities in such manner as to substantially restrict the Concessionaire from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

## 37. ASSIGNMENT AND SUBLETTING

A. The Concessionaire shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet or sublease, transfer or encumber any of Concessionaire's rights in and to this Agreement, or to the fixed improvements, or any interest therein, nor license or permit the use of the rights herein granted in whole or in part, without the prior written consent of the Board which shall not be unreasonably withheld; provided, Concessionaire or anyone acting on behalf of Concessionaire shall provide the Board no less than 120 days written notice of any requested assignment, sublet, transfer or encumbrance. Concessionaire agrees to provide all sub-lease agreements to the Board, and the Board shall have the right to approve or deny any request by Concessionaire to sub-lease within their Permitted Use area.

B. The prohibition set forth in ARTICLE 37 – ASSIGNMENT AND SUBLETTING, Paragraph A, includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer, or other change of Concessionaire's corporate, partnership or proprietary structure. Notwithstanding the above and provided that the Concessionaire shall be in full conformance with the terms of this Agreement, including the payment of all fees, rents and charges, and other obligations, Concessionaire shall have the right to assign the Agreement and Leasehold Improvements to a limited liability corporation, a corporation with which it may merge or consolidate, to any parent or subsidiary of Concessionaire or subsidiary of Concessionaire's parent, or to a purchaser of substantially all of Concessionaire's assets, if the assignor executes an agreement acceptable to the Board with an assignee which is acceptable to the Board and which has the financial ability to perform and assume all of Concessionaire's obligations hereunder.

C. A violation of any term or condition of this Agreement by any sub-Concessionaire shall, after notice to Concessionaire and an opportunity to cure as set forth in this Agreement, constitute a default by Concessionaire under this Agreement. Concessionaire shall be responsible to cure any such default subject to notice and cure period provided in this Article. Concessionaire shall also be fully liable and responsible to the Board for any injury or damage sustained by the Board to the extent caused by any such default, whether by Concessionaire or by any sub-Concessionaire. If an event of default has occurred due to any action or inaction by a sub-Concessionaire and has not been cured, the Board shall be entitled to pursue all remedies provided in this Agreement, including without limitation eviction proceedings against Concessionaire and the sub-Concessionaire.

## 38. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## 39. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Concessionaire's operation at SIA. The Board and Concessionaire shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Concessionaire is an independent contractor in every respect, and not the agent of the Board.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Concessionaire, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Concessionaire during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Board by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

## 40. APPROVAL OR DIRECTION BY BOARD

Wherever consent, approval or direction by the Board is required under this Agreement, such consent, approval, disapproval, or direction by the Board shall be effective if given by the SIA's Chief Executive Officer or his designee in the manner set forth in this Agreement.

## 41. PERFORMANCE BY BOARD

If the Concessionaire should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Board may, at its sole option and after giving written notice to the Concessionaire, perform such act on behalf of the Concessionaire. Upon notification to the Concessionaire of the cost thereof by the Board the Concessionaire shall promptly pay the Board the amount due.

## 42. LIENS OR ENCUMBRANCES

Concessionaire agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered, and professional services provided to the Premises for improvements done at Concessionaire's request, during the leasehold term for improvement to the Premises. Concessionaire shall keep the Premises free and clear of all mechanic's or materialmen's Liens or any other Liens on account of any work done on the Premises at Concessionaire's request. Concessionaire agrees to and shall indemnify, and hold the City of Spokane, County of Spokane, and the Board free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of Lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Concessionaire for use on the Premises. The Board may require Lien releases as a condition of approval.

## 43. FEDERAL NONDISCRIMINATION

A. 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 the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, 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.

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

1. <u>Compliance with Regulations</u>: The Concessionaire (hereinafter included 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 attached as Exhibit C, and which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, 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 Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. 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 Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

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

5. Sanctions for Noncompliance: In the event of Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

6. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Board 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 Board to enter into any litigation to protect the interests of the Board. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

## 44. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

The Board strictly prohibits all unlawful discrimination and preferential treatment in contracting, subcontracting, and purchasing, including any agreements, or any subcontracting or purchasing under said agreements. Additionally, this Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 Code of Federal Regulations Part 23. Concessionaire shall comply with the Board's ACDBE Plan. Concessionaire shall also comply with the Board's Non-Discrimination Policy and shall not discriminate against any business owner because of the owner's race, color, religion, sex, national origin, ancestry, age, physical or mental disability, marital status, or sexual orientation, in connection with its performance under this Agreement. The Concessionaire shall cooperate with the Board in the Board's policies to make good faith efforts to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including Airport Concession Disadvantaged Business Enterprises. Concessionaire acknowledges that the Board is required to develop and obtain approval of the Federal Aviation Administration of an ACDBE plan and Concessionaire agrees to comply with any applicable provisions of an ACDBE plan approved by the FAA and adopted by the Board and Concessionaire shall comply fully with the reporting provision outlined in Exhibit D, SPOKANE INTERNATIONAL AIRPORT ACDBE ATTAINMENT REPORT, attached hereto and made a part hereof. Concessionaire shall make good faith efforts to achieve the established ACDBE goal (which may be updated from time to time) at the SIA location from firms certified as ACDBE in the State of Washington. Should the Concessionaire fail to achieve the established goal, the Concessionaire shall submit to the Board proof of good faith efforts to meet the ACDBE goal in a form acceptable to the Board.

In order to ensure compliance with the Board's ACDBE Plan, the Concessionaire agrees as follows:

A. Concessionaire agrees that within ninety (90) days after the expiration of each Operations Year, during the term of the Agreement, it will provide a report to the Board, in the form acceptable to the Board, (see attached ACDBE Attainment Report – Exhibit D) describing the dollar amount of its purchases or leases of goods and services during such year from any vendor that is certified as an ACDBE pursuant to the FAA's ACDBE Regulations and the State of Washington Office of Minority & Women Business, together with documentation, in form acceptable to the Board, of its good faith efforts during such operating year to obtain other ACDBE providers of goods and services. Concessionaire shall also provide such additional information to the Board, including any ACDBE participation in direct ownership of the Concessionaire's business, as the Board may reasonably request in order to permit the Board to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for concessions.

B. The Board has an approved ACDBE Plan and Concessionaire shall comply with the terms and conditions of such ACDBE Plan.

C. The Concessionaire's breach of any obligation under Paragraphs (A) or (B) of this Article shall be a default by Concessionaire under the Agreement and shall entitle the Board to exercise all of its contractual and legal remedies, including termination of this or any other Agreement with the Concessionaire.

## 45. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or their agents, relating to the Agreement and use of the Premises demised herein, shall limit or modify its terms.

46. SUBMISSION OF AGREEMENT

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by the Board and Concessionaire. No act or omission of any officer, employee or agent of the Board shall alter, change or modify any of the provisions hereof.

47. RELATIONSHIP OF THE BOARD AND CONCESSIONAIRE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Concessionaire and the Board shall be deemed to create any relationship other than that of Concessionaire and the Board.

48. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Board to any act by Concessionaire requiring Board's consent shall not be deemed to waive consent to any subsequent similar act by Concessionaire.

49. SURVIVAL OF INDEMNITIES

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Concessionaire shall, at the Board's option, defend the Board at Concessionaire's expense by counsel satisfactory to the Board.

50. DEFAULT

If Concessionaire should, after notice, fail to remedy any default (A) in the payment of any sum due under this Agreement for ten (10) days or (B) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days, then at its option, in addition to and not exclusive of any other remedy, the Board may have by operation of law, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (AA) declare this Agreement at an end, in which event Concessionaire shall immediately pay the Board a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Premises for the balance of said term, or (BB) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Concessionaire, upon such terms and conditions as the Board may deem advisable. In the event the Board re-lets the Premises, the Concessionaire shall be obligated to pay, in addition to the deficiencies in the lease rent and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Concessionaire. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board. Thereafter, if the rents collected upon re-letting are insufficient to pay the original rental rate and the additional rent due and owing as described above, the Board may, at any time during the Agreement, but in no event later than six years, bring an action in the Superior Court of the County of Spokane for any deficiencies due and owing to the Board as a result of the Concessionaire's default under the terms and conditions of this Agreement.

## 51. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

## 52. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

| | |
|---|---|
| AIRPORT BOARD: | Properties & Contracts Department<br>Spokane International Airport<br>9602 W. Compass Lane<br>Spokane, WA 99224 |
| CONCESSIONAIRE: | ____________________________<br>____________________________<br>____________________________<br>____________________________ |

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

## 53. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

## 54. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

## 55. AUTHORITY OF CONCESSIONAIRE'S REPRESENTATIVE

As an inducement to the Board to execute this Agreement, the undersigned representative of Concessionaire represents that he/she is expressly authorized to execute this Agreement and to bind Concessionaire to the terms and conditions hereof and acknowledges that the Board is relying upon this representation, authorization, and execution.

**Remainder of page left blank intentionally; signatures on following page.**

IN TESTIMONY WHEREOF, the authorized undersigned have caused this Agreement to be executed the day and year last written below.

SPOKANE AIRPORT BOARD:

______________________________

By: David S. Haring
Chief Executive Officer
Date: ______________________________

APPROVED AS TO FORM:

______________________________

Brian M. Werst
General Counsel
Date: ______________________________

CONCESSIONAIRE

______________________________

Title: ______________________________
Date: ______________________________

STATE OF ____________________)
) ss.
COUNTY OF __________________)

I certify that I know or have satisfactory evidence that David S. Haring is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer for the Spokane Airport Board to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ________________________

______________________________
Notary Public
Print Name __________________________
My commission expires ________________

STATE OF ____________________)
) ss.
COUNTY OF __________________)

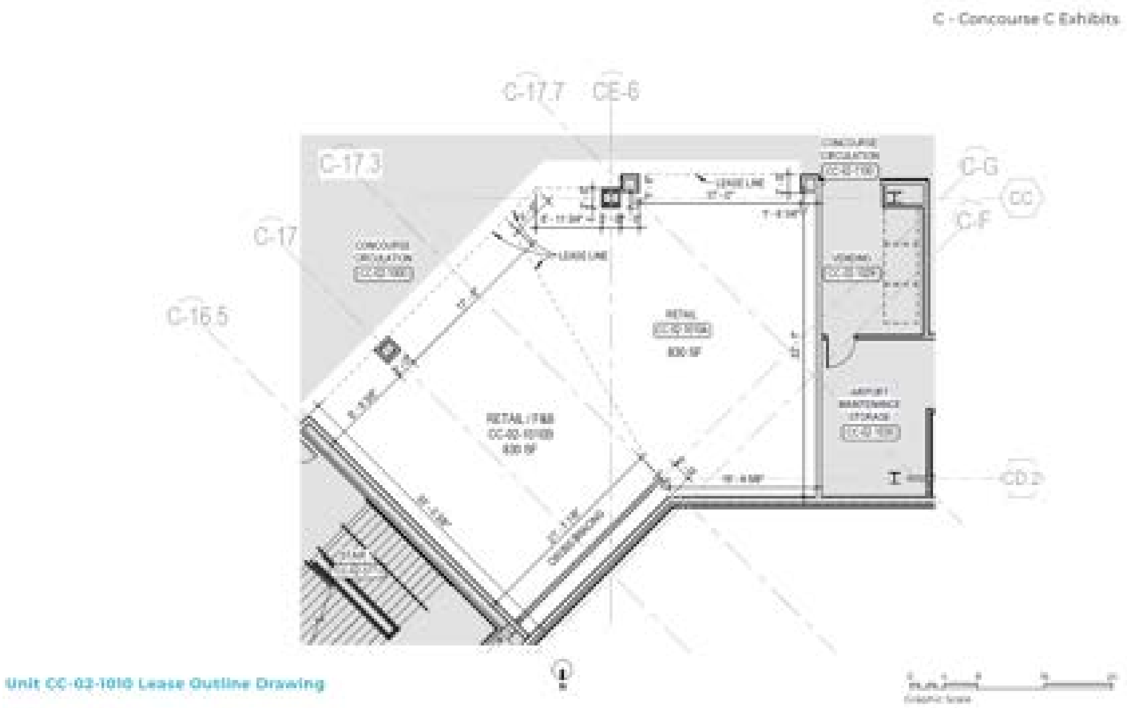
I certify that I know or have satisfactory evidence that _______________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the _______________________of ___________________________, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ________________________

______________________________
Notary Public
Print Name __________________________
My commission expires ________________

# EXHIBIT A – PREMISES

## Common Use Lounge Space




## Class 2 Support Space

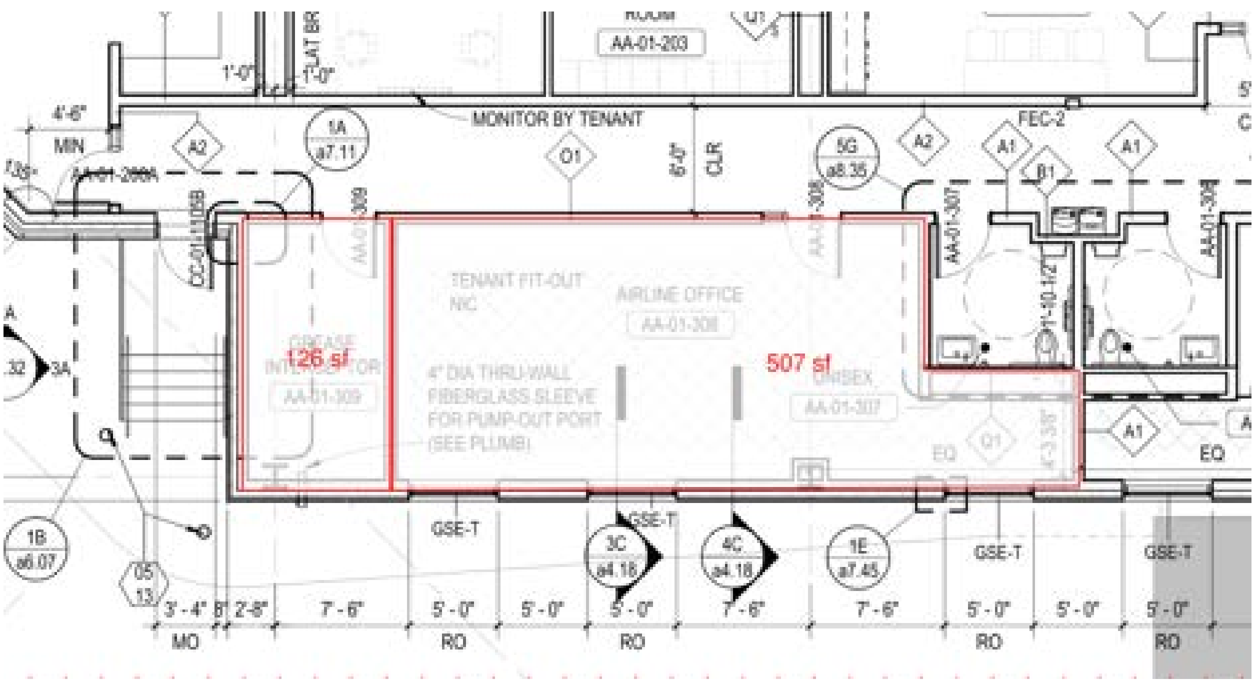


EXHIBIT B – MENUS, PRODUCTS, AND PRICING

EXHIBIT C

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following nondiscrimination 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC § 12131 – 12189) 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, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

EXHIBIT D

**SPOKANE INTERNATIONAL AIRPORT**
**SAMPLE CONCESSIONAIRE ACDBE ATTAINMENT REPORT**
**(Subject to change)**

Business name:_______________________________________________

This company/business, ☐ is ☐ is not, a certified ACDBE firm.
(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE ownership of business) ________% ACDBE direct ownership of business

Reporting Period: From: ____________________, 20____ To: ______________________, 20____

Reported By:_____________________________________________________
Name: ________________________ Phone #: _______________________

Gross Revenues for this period: $________________________
Concession fees paid to SIA: $________________________

Dollar value of goods & services purchased or leased by this company from Certified ACDBEs:

$_______________________

Name(s) of ACDBE firm(s) included in this figure:

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services:

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

I certify that the above information is true and accurate to the best of my knowledge and accurately reflects our ACDBE participation and good faith efforts during the period indicated.

_______________________________________ ________________
Owner/Manager Date

EXHIBIT E

**MONTHLY REVENUE REPORT**

This form must be completed for each Brand being operated by Concessionaire.

Company Name: ______________________
Address: ______________________
City, State, Zip ______________________
Contact Name: ______________________
Phone Number: ______________________
Brand: ______________________

Revenue Report for the month of: ______________________

Prepared by: ______________________

Gross Rental Revenue: $ ______________________

Airport Fee: (_____%) $ ______________________

Less Monthly Guarantee: $ ______________________

Balance Due: $ ______________________

Amount due at time of report: $ ______________________

Report to be submitted electronically to:
Accounts Receivable at: ar@spokaneairports.net

Please submit check to address below via mail on the same day that the report is submitted electronically:
Spokane International Airport
Attn: Accounts Receivable
9602 W. Compass Lane
Spokane, WA 99224

EXHIBIT F – TENANT DESIGN GUIDELINES


Spokane International Airport

# Tenant Design Guidelines

Revision 0: July 26, 2023

Spokane International Airport

Spokane Airports is jointly owned by Spokane County and the City of Spokane. The city and county operate the airports under provisions of RCW 14.08, which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of Spokane Airports is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies. The Board annually oversees a capital and operating budget of approximately $118 million from various funding sources.

The Board operates three facilities: Spokane International Airport, Felts Field Airport, and the Airport Business Park, as well as, has a Grant of Authority to operate Foreign-Trade Zone #224. All three facilities are financially self-sufficient from revenues generated from fees, leases and concession agreements. None of the three entities receive, nor are operated with, appropriated tax dollars.

Spokane International Airport is a 6,000-acre commercial service airport served by six airlines and three air cargo carriers. The airport processed nearly 4 million passengers and 78,658 U.S. air cargo tons in 2022. It is the second largest airport in the State of Washington and recognized by the FAA as a small hub. The Airport is an employment for over 3,000 people and has important and expanding transportation, logistics and airfield aerospace industry clusters. The Airport has a $3 billion direct and indirect economic impact annually on the Spokane Region.

| Rev | Date | Description |
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| 0 | 07/26/2023 | Issued for Distribution |

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# Table of Contents



*Table of Contents Continued on Next Page*

# 1.0 Introduction



## Executive Summary

Spokane International Airport (SIA) and the Spokane Airport Board welcome you as a vital partner in helping shape our future and providing our passengers with the very best concessions and retail offerings.

The Tenant Design Guidelines contain both minimum design standards and aspirational examples to assist the Tenant and the Tenant's Design Consultants and Contractors with the design and construction of concessions units (food & beverage, retail, etc.) at the Spokane International Airport. Building within an airport environment comes with many challenges-heightened security environment, increased costs, extended operational periods, etc. The intent of this document is to acknowledge these challenges and set expectations in advance to minimize surprises and streamline the process of designing and building at Spokane International Airport.

The concessions program will be an important part of the overall passenger experience at the Airport. Tenants are encouraged to be innovative and creative in developing design concepts that support the Airport's overarching goals and aspirational vision. This should be reflected in the entirety of the unit design, from the design of fixtures and seating, to signage and merchandising displays. Unit designs need to work in tandem with the base building architectural language and design to create a cohesive, forward thinking, contemporary and regionally relevant experience.

While the Spokane International Airport Tenant Design Guidelines (TDG) are prescriptive in some regards, creativity is encouraged. If a proposed design concept diverges from the letter of the TDG, but demonstrates meaningful advancement of the overarching goals of the airport, the Tenant is encouraged to request consideration by the Airport. Though deviations from the TDG will be reviewed by the Airport and its representatives, the Airport is not obligated to approve any deviations.

Authorities Having Jurisdiction (AHJ):

1. The Tenant and the Tenant's design consultants are responsible for meeting the requirements of the AHJ for all work. This includes, but is not limited to, design and construction documents (drawings, specifications, contracting requirements, etc.) and construction through closeout and operations. The Tenant and the Tenant's design consultants shall be responsible for understanding and applying all local, state, and federal codes and standards that may be required for the project by the AHJ.
2. The Tenant is solely responsible for satisfying the requirements of the AHJ. Should a discrepancy arise between a requirements of the Tenant Design Guidelines (TDG) and an AHJ's requirements, the latter shall govern unless the standard or guideline of the TDG is higher and not in conflict. The Tenant is required to inform the Airport immediately in writing with five days of identifying such a discrepancy.

## Using the Tenant Design Guidelines

Each Tenant must be familiar with the intent, scope and detailed requirements of the Tenant package <u>before</u> the design process begins. It is the Tenant's responsibility to visit the site and verify existing conditions. Plans, elevations, and renderings included in the TDG are for reference only. Each Tenant's design must be approved and permitted before any construction begins. Submittal and approval procedures are outlined in Section 7 of this manual.

## Tenant Design Intent

The redevelopment of the Airport's Food Service and Retail Concession Program is intended to further the connection between the Airport and the Inland Northwest region through high quality design and innovation.

Design solutions should encourage individual business identity and product recognition through the emphasis of an open concept floor plan that allows for visibility between Assigned Space and Common Area, creative concession identity graphics, vibrant displays and strong overall brand identity. At the same time, individual graphics and accompanying displays should suggest the independent character of each concessionaire and the quality of service and/or goods they provide. Tenants must enhance the customer experience through a commitment to an entrepreneurial pride of ownership, excellence in customer service, and the creation of a very special retail or food service environment.

## Airport Work Versus Tenant Work

The following is an overview of responsibilities assumed by the Airport for construction and improvements to the Assigned Space. Specific Tenant work is described, as it applies to the Assigned Space, in the various sections of the TDG. If required and needed for Tenant's operation of the Assigned Space, the Airport will be responsible for the construction of indicated Common Areas, defined below, and all passenger circulation areas. Tenant's materials will be at the sole discretion of the Airport, and will be subject to change in accordance with the Airport's determination.

Common Areas. The Airport will maintain and may construct Common Area walkways, including illumination; ceiling air-conditioning; heating, sprinkler protection; flooring and walls, as designed by the Airport's architect and approved by the Airport.

Assigned Space Interiors. All previously occupied Concession Units will be available in their "as is" condition. It shall be Tenant's responsibility to submit demolition drawings and obtain permits for approval and to remove any existing Tenant Improvements within the Assigned Space to facilitate new construction.

IMPORTANT CONTACTS

IN THE EVENT OF AN EMERGENCY DIAL 911

**SPOKANE INTERNATIONAL AIRPORT**

**Amy L. Anderson** Manager, Properties and Contracts
e: aanderson@spokaneairports.net
t: 509.455.6431

**Ryan Sheehan** Chief Operating Officer
e: rsheehan@spokaneairports.net
t: 509.455.6418

**Lisa Corcoran** Director, Planning and Development:
lcorcoran@spokaneairports.net
t: 509.455.6406

**Jeff Mitchell** Manager, Facilities Maintenance
e: jmitchell@spokaneairports.net
t: 509.455.6437

**CITY AND COUNTY OF SPOKANE**

**City of Spokane Planning Services**
t: 509.625.6060

**Spokane County Building and Planning**
t: 509.477.3675

**Spokane Regional Health District**
t: 509.324.1500

## Tenant Design Standard Definitions

The following definitions are used throughout the TDG and shall be interpreted as follows:

- **ACM** stands for asbestos-containing materials.
- **ADA** stands for the Americans with Disabilities Act.
- **Airport or SIA** is the Spokane International Airport, owned and operated by Spokane County and the City of Spokane.
- **ANSI** stands for American National Standards Institute
- **Assigned Space** is the Tenant-occupied concession space covered by a Concession Lease between the Airport and the Tenant
- **BOH** stands for Back of House. See also FOH.
- **Common Area** is the space used by the general public that is designed and maintained by the Airport.
- **Concession Unit** is a physical space or spaces ("Unit" or "Units") located throughout the Terminal Complex that are leased to third-party operators of food, beverage, retail and duty-free outlets serving all passengers, Tenants, employees and visitors at the Spokane International Airport.
- **CFM** stands for cubic feet per minute.
- **CSSP** stands for Construction and Safety Security Plan.
- **Demising Walls** are common walls that mark the Lease Lines between independent Concession Tenant Assigned Space or other separately designed spaces, including public spaces, service corridors, etc. It extends back from the public concourse.
- **Environment Graphics** are large visual custom wall graphics, typically printed on vinyl wallcovering.
- **EMT** electrical metallic tubing (EMT) is steel-based durable enclosures that route individual electrical wiring conductors in a building or structure and protect the wires from impact, moisture, and chemical vapors.

- **AHJ** is the Authority Having Jurisdiction-an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.
- **FOH** stands for Front of House. See also BOH.
- **Fire Alarm System** at the Airport, is installed, operated and maintained by the Airport in common areas such as ticketing, baggage claim, concourse, etc. The Tenant is responsible for installation and maintenance of fire alarm systems in the Unit. The tenant system must be connected to the Airport's Fire Alarm system.
- **Fire Suppression System** includes Ansul; extinguishers; Fire Alarm Detection and Annunciation System; fire alarm system booster panels; fire control panels; fire suppression system control boxes; sprinklers; sprinkler control valves; strobes, etc.
- **GEG** is the IATA code for Spokane International Airport based on its former name: Geiger Field.
- **GPR** stands for ground penetrating radar.
- **HVAC** stands for heating, ventilation, and air conditioning.
- **Lease Lines** are as shown in plan exhibits in Chapters 10 and 11. Final determination of lease lines shall be coordinated between the Tenant and the Airport as defined in the Concession Lease.
- **LEED** stands for Leadership in Energy and Environmental Design. It is a rating system devised by the United States Green Building Council (USGBC) to evaluate the environmental performance of a building and encourage market transformation towards sustainable design.
- **LOD** stands for Lease Outline Drawings that graphically illustrate the extent of the Tenant-Leased Premises.
- **MC** factory assembly of one or more insulated circuit conductors enclosed in an armor of interlocking metal tape or a smooth or corrugated metal sheath.
- **MEP** stands for mechanical, electrical and plumbing.
- **NFPA** stands for National Fire Protection Agency
- **Partition Wall** is a non-load bearing wall that divides any interior space; as used in this TDG, a Partition Wall subdivides the Assigned Space.
- **POS** stands for Point of Sale
- **Program** is the food, beverage, and retail concession program at the Airport.
- **Public Corridors** are the public circulation zones that lead to all gates and other areas of the Airport.
- **RMU** Retail Merchandising Unit
- **Sign Zone** is an area on the Demising Wall for the Tenant's sign(s) that faces the public circulation corridor.
- **Sterile Area** refers to the areas of the Airport that are post-security. Also referred to as "secure" or "airside."
- **SMACNA** stands for Sheet Metal and Air Conditioning Contractors' National Association
- **TDG** refers to this Manual, the Tenant Design Guidelines.
- **Tenant** is the party to the Concession Lease, including all food and retail concessionaires in the Airport.
- **UL** stands for Underwriters Laboratories and is a global safety consulting and certification company.
- **Tenant Improvement** as used in this TDG is a change made to the Assigned Space to customize it for the particular needs of the Tenant. In this context, Tenant Improvement includes, but is not limited to, demolition/removal of existing walls, or other improvements and infrastructure; construction of new Demising Walls or Partition Walls; installation of flooring such as carpet, tile, hardwood; surface paint; utilities within or connecting to the Assigned Space including electrical, telecommunication and plumbing; HVAC; dropped or exposed ceiling; and, disability access improvements.
- **TIF** stands for Tenant Improvement Form and is required to be signed off by all department heads at the Airport prior to work starting a the Unit.
- **VAV** stands for Variable Air Volume and is a type of heating, ventilating, and/or air-conditioning (HVAC) system.
- **Window Wall** is the Airport's exterior glass curtain wall.

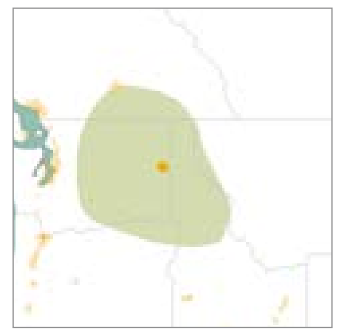
## Sense of Place

Spokane International Airport is the gateway to the Inland Northwest region for a great number of visitors each year and the first and last place travelers experience. As such SIA plays a vital role in communicating the region's image to the rest of the world. Relating aspects of the Spokane International Airport's design and identity to certain physical or cultural aspects, and importantly, aspirations, of the region can do much to make the passenger experience an inviting and memorable one.

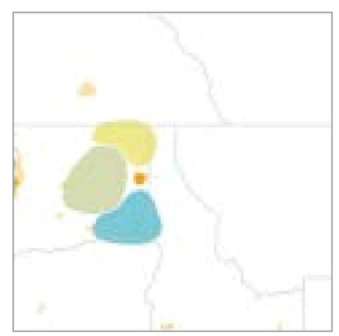
### REGIONAL ASPIRATIONS

Spokane International Airport exists within several geographic and societal frameworks ranging, in order of large to small scale, from Cascadia, the InterMountain Northwest, Gateway to the Columbia Plateau (east of the Cascades), The Palouse (north of Blue Mountains), and Colville (south of Columbia Mountains) and finally Spokane and Coeur d'Alene proper. The airport image should relate primarily to regions illustrated to the right including the airport's catchment area, including the InterMountain Northwest, immediate sub-regions, and extending to destinations to the east including Yellowstone and Glacier National Parks

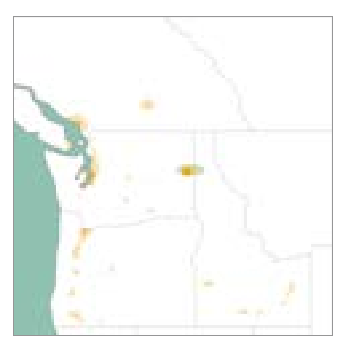
Cascadia



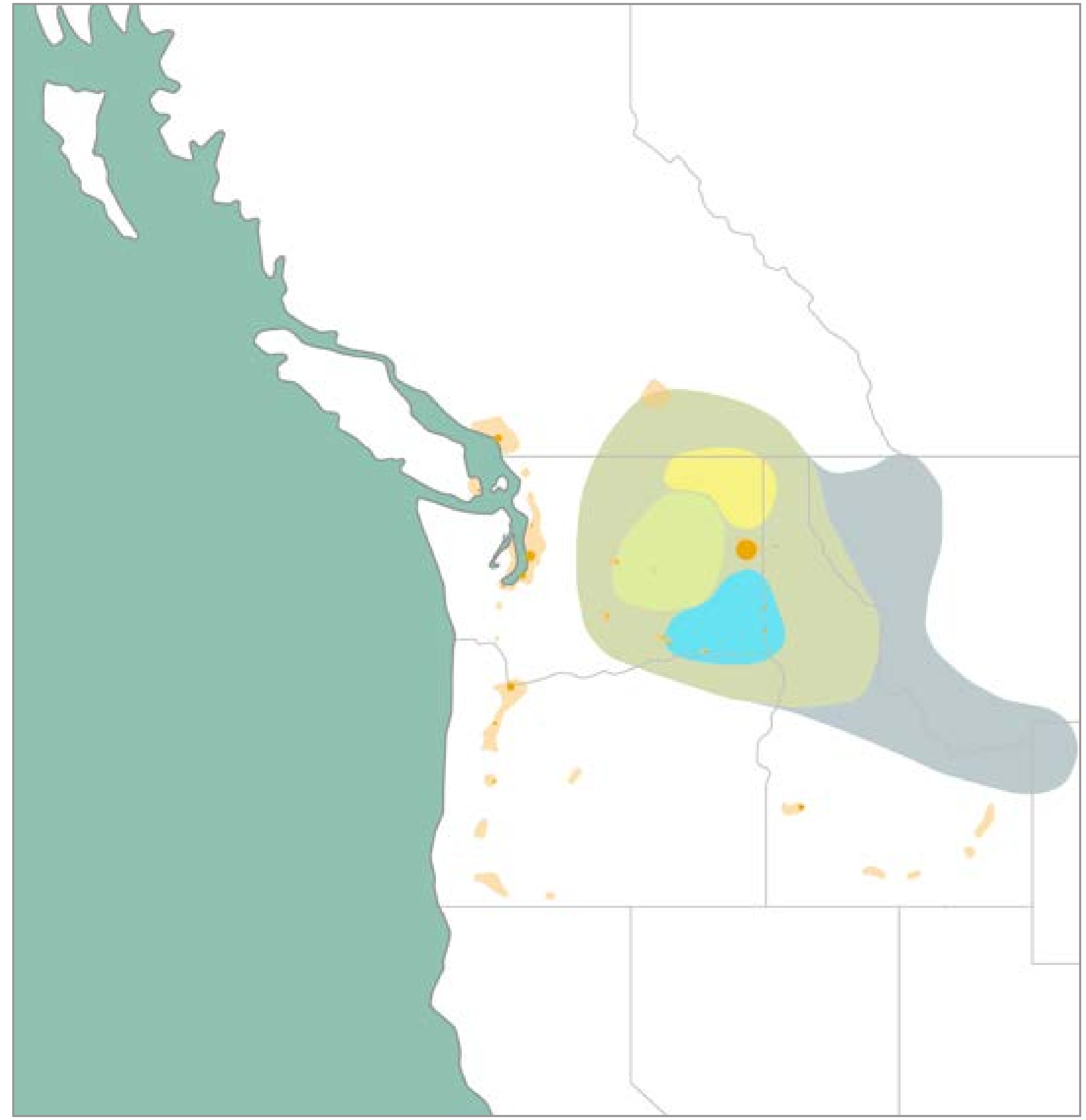
InterMountain Northwest



Gateway to Regions



Spokane / Coeur d'Alene



Spokane International Airport primary relational regions

## TRANSFORMATIVE LANDSCAPE

Through a series of workshops for the Spokane Airport Terminal Renovation and Expansion (TREX) project, arrived at the idea of Transformative Landscape being at the heart of the image to be conveyed through the design and material selection.

The region of the Inland Northwest is notable for its changing and diverse landscape. Topological changes occur from the Cascade Mountains to the region surrounding Spokane and Coeur D'Alene. Geological compositions of basalt cliffs with rigid textures transform to the gentle rolling wheat fields of the Palouse. Additionally, glacial lakes, majestic waterways, and the confluence of the Columbia and Spokane river water have played an important role in shaping this region. The river and the Spokane Falls, in the heart of Spokane, served as the center of life and culture for generations of Native American tribes. The falls continue today to serve as a gathering place for the Spokane community.

INSPIRED BY NATURE

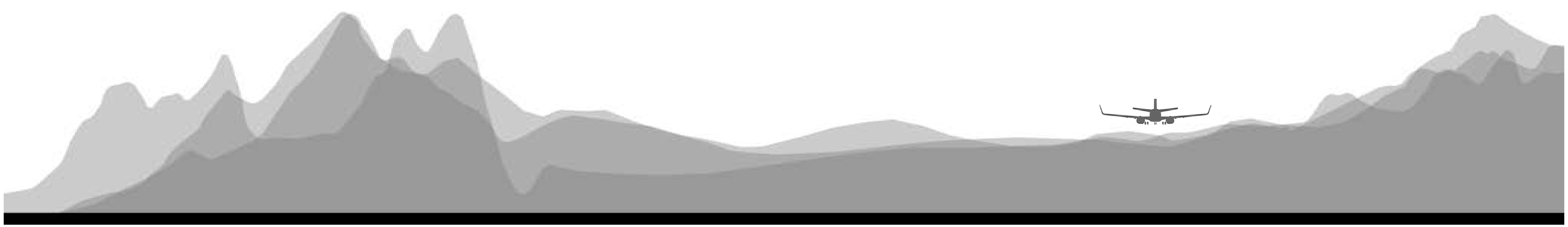
Beauty • Form • Color • Texture

GATEWAY TO ADVENTURE

Discover • Regional • Transforming • Explore

CONNECTING TO COMMUNITY

Contemporary • Authentic • Welcoming



# 1.0 Introduction

## CONCEPT MOOD BOARDS

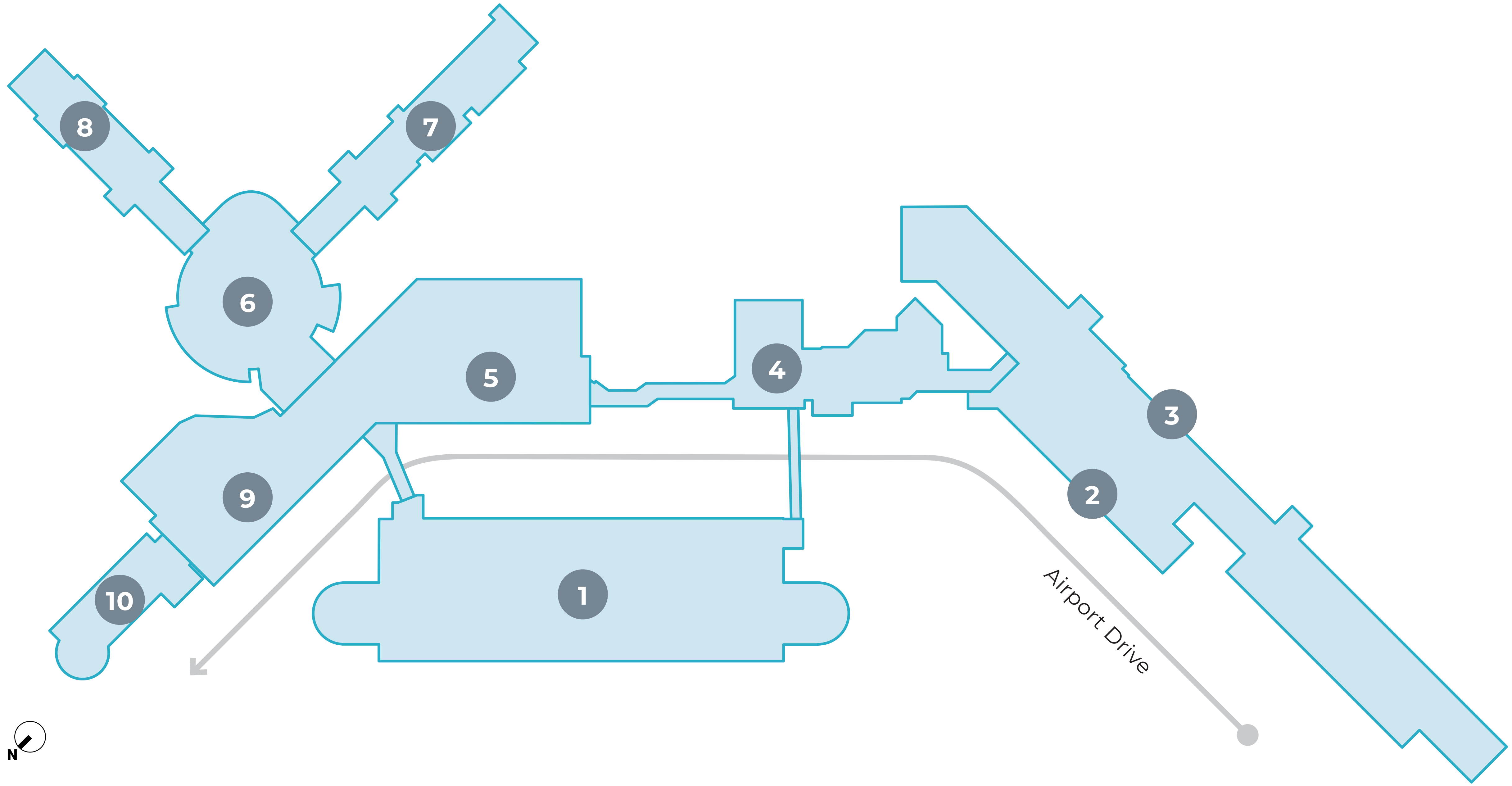
## BASE BUILDING MATERIALS AND FINISHES

The materials and finishes illustrated on this page are related to the Concourse C Terminal Renovation and Expansion (TREX) project.


## FINISH LEGEND

1. Wall Quartz (Restrooms / Mother's Room)
2. Basalt Accent Tile
3. Accent Wall Quartz (Restrooms)
4. Wall Covering
5. Wall Quartz Base
6. Accent Textures Glass
7. Wainscot Tile (Mother's Room)
8. Accent Tile (Public Circulation)
9. Basalt Accent Tiles
10. Wall Tile (Public Circulation)
11. Quartz (Millwork / Public Circulation Wainscot)
12. Wood (Ceiling / Millwork)
13. Gate Lobby Carpet
14. Elevator Wall Tile

## Terminal Area Diagram




LEGEND

1. Parking Garage
2. Terminal C Ticketing/Check-In
3. Concourse C Gate Hold (9 Gates)
4. Terminal C Baggage Claim
5. Main Terminal Ticketing/Check-In
6. Main Terminal Rotunda
7. Concourse B (6 Gates)
8. Concourse A (5 Gates)
9. A/B Baggage Claim
10. Ground Transportation Center (GTC)

# 2.0 General Design Standards

Spokane International Airport

## General Design Approach

1. The interior design of each Concession Unit, as viewed from the Common Area, must convey the unique character and sense of identity for each Tenant. Tenant should creatively employ visible walls, ceilings and floors to act as a dramatic backdrop in its merchandising efforts. The use of special features, tasteful props and displays is encouraged to project Tenant's concept image through the storefront and attract customers into the Assigned Space.
2. Some locations covered by this TDG were previous concessions spaces. Tenant is responsible for receiving the Assigned Space "as-is" and providing all demolition and restoration of surfaces sufficient to allow for Tenant's build-out. All previous Tenant Improvements within the Assigned Space are to be demolished with the exception of kitchen equipment for venting. All existing plumbing waste lines must be demolished. Electrical and gas infrastructure may remain as determined by the Airport on a case-by-case basis. Tenant shall attempt to use all existing venting infrastructure in the Back-of-House (BOH) areas. Refer to Chapter 6 for further information on MEP requirements.
3. Tenant will be expected to take a fresh and innovative look at how its Concession Unit can best be designed to present world-class sophistication in a casual yet stylish manner that reinforces the Airport's overall sense of place vision.
4. Creative adaptations of standard restaurant and retail store designs are strongly encouraged within the requirements of the TDG.
5. A total concept coordinates Common Area frontage with the interior design of the Concession Unit. Tenant must consider creative adaptions to its interior design and planning to achieve a space that is compatible yet differentiated from the Common Area theme.

## Sustainability

1. Through its Terminal Renovation and Expansion (TREX) projects the Airport intends to pursue LEED Certification to support its sustainability goals.
2. While not required, the airport strongly encourages all Tenants to incorporate sustainable practices in the construction and operation of their leased space. This includes utilizing renewable materials, products, and procedures, which have a low impact on the environment.
3. Consideration of the following environmental criteria should be given when choosing materials.
    - Rapidly renewable materials (e.g., bamboo, linoleum)
    - Recycled content materials (e.g., ceramic tiles, ceiling tiles)
    - Forest Stewardship Council (FSC) certifed wood
    - Low emitting paints, adhesives, sealants, and composite wood products
    - Local/regional materials
4. The following are tools for incorporating sustainable design strategies:

    LEED v4.1 Interior Design + Construction
    https://www.usgbc.org/articles/getting-know-leed-interior-design-and-construction-idc
    LEED for Interior Design and Construction (LEED ID+C) enables project teams, who may not have control over whole building operations, the opportunity to develop indoor spaces that are better for the planet and for people.

## Public Corridors

1. Paramount to the success of the Program is the incorporation of new Tenant interiors and sign identification as outlined in this TDG, which will generate excitement and creativity within the Airport.

2. All Tenants, including those with established regional or national Design Standards will be expected to follow the TDG to assure compatibility with neighboring Tenants and the overall image of the Airport.
3. Tenants should be creative and original in their design efforts, incorporating quality materials and fixtures with creative signage to project its image to the Common Area.
4. Where a unit abuts holdroom or other common space, Tenant is to provide mural, etc., unless otherwise agreed to by Airport.

## Demising and Partition Walls

1. Demising Walls between Tenants or Common Areas shall be centered on the Lease Line dividing the Assigned Space from adjacent Common Area or other Tenant-occupied space, and extend to the structure above to building code requirement; exceptions will be made for freestanding units as reviewed and approved by the Airport. Partition Walls are to be constructed of metal studs with 5/8" gypsum board on each side. Lower portions of walls, a wainscot to match adjacent base building wainscot heights, to be of a durable material to avoid marring and the appearance of wear and tear. Tenant shall provide sufficient space above ceiling openings for HVAC ducting.
2. Tenant must seal around all structural shapes, ducts, pipes, and other penetrations through the Demising Walls in an airtight manner and in compliance with any local AHJ requirements.
3. Partition Walls that extend to the underside of the slab above shall have a head track designed to accommodate deflection.
4. Additional wall reinforcement or independent support is required by the Tenant for Demising Walls that will be used to support shelf standards or other heavy attachments.
5. In some locations, the Assigned Space has an exterior glass curtain wall ("Window Wall"). Tenant is encouraged to take advantage of this and incorporate the Window Wall into the design of the sales area or public space within the Assigned Space. Locating storerooms, offices, and similar spaces in front of a Window Wall is discouraged and subject to review and approval by the Airport. No stacking of goods against a Window Wall is permitted.
6. At a minimum, Tenant shall try to preserve two-thirds of the Window Wall in the Assigned Space. If, however, Tenant requires part of the Window Wall for display, a Partition Wall may be built in front of the Window Wall after receiving approval from the Airport. This Partition Wall shall be a minimum of 12" from the Window Wall with access provided to the space behind the Partition Wall for maintenance. Air vents shall be provided at the base and the top of the Partition Wall to allow for air circulation.
7. Pressure sensitive adhesive translucent film shall be applied to the inside surface of any existing Window Wall that is covered over with Tenant's Partition Wall, storerooms, offices and similar spaces. Product shall be 3M™ Scotchcal™ Graphic Film Series 50, Color 50-100. Deviation from this product and color must be approved by the Airport.
8. Demising Walls adjacent to one-hour or higher rated fire exits or service corridors are required to maintain the one-hour or higher rating and the gypsum board must extend from finish floor to underside of the structure above and sealed airtight. Tenant shall identify the one-hour or higher walls on construction documents.
    a. Partition Walls must be constructed of non-combustible materials. All Partition Walls and exposed surfaces in the public areas of the Assigned Space must be covered with a permanent wall finish.
    b. The Airport may require Tenant with equipment that produces excessive noise to provide sound insulation on the ceiling and/or Demising Walls to protect neighboring Tenants or the Common Area from unacceptable noise levels.
9. Full height walls abutting gate hold areas shall be incorporated into Tenants' designs. Public art, which reinforces the Airport's sense of place vision and goals, on these walls is the Airport's preference. A plaque noting the artist and explanation of the piece is required.
10. Tenant to provide a durable 10"x10" plaque depicting the owner and operator near the entry into the unit on the Tenant provided finish. The plaque shall not be located on base building surfaces of finishes. The plaque shall be designed to complement the unit's design aesthetic.


*Example of owner/operator plaque installed on Tenant provided wall finish/surface.*

## Wall Finishes

1. All wall surfaces within the Assigned Space visible to the public must be finished in an acceptable manner. Finishes considered to be suitable are painted gypsum board or plaster; commercial grade wall coverings; hardwood moldings or panel treatments; decorative metal; or natural stone. Lower portions of walls, wainscot to match adjacent base building wainscot where applicable, and shall be of a durable material to avoid the appearance of wear and tear.
2. The use of the following materials will not be allowed as a wall material in areas of the Assigned Space visible to the public:
   - Extensive use of mirrors
   - Wood grained or simulated pattern plastic laminates
   - Pegboard or corkboard
   - Plywood
   - Carpeting on walls
   - Any other material as determined by the Airport. The Airport reserves the right to approve all materials and finishes used within the Assigned Space, including display fixtures.
3. Wall treatments should be finished at the floor with a durable base. Durable base materials may be of the following materials:
   - Stone
   - Ceramic Tile
   - Stainless Steel
   - Vinyl or rubber base will not be permitted in areas of the Assigned Space visible to the public.
4. Surface mounted shelf standards are not acceptable.

## Floor Finishes

1. A suitable floor finish must be provided by Tenant at all public areas of the Assigned Space. The elevation of the finish floor must match the adjacent Common Area floor. Bull-nosed tile, reducer strips of any kind, or carpet edge guards will not be permitted.
2. Flooring transitions shall have no elevation changes.
3. Floor treatments should be designed to reinforce the character of the Concession Unit concept and image.
4. Floor finish materials that are not permitted in areas of the Assigned Space visible by the public include:
   - Quarry tile
   - Rubber/vinyl flooring
   - Vinyl composition tile
5. Tenant shall prepare the interior slab as required to provide a smooth, sound substrate to receive finishes.
6. If an expansion joint occurs within the Assigned Space, it shall be Tenant's responsibility to install the finish floor material to meet this joint in a flush alignment. The Airport will not be responsible for any damage caused to the finished floor material installed over expansion joints.
7. Back of House (BOH) flooring material must be watertight. Tenant must install waterproof membrane beneath tile floor in all kitchen, food prep, dishwashing, restroom and bar locations.

## Ceiling Finishes

1. The minimum clear height for ceilings in the Assigned Spaces is 8'-0" in the Main Terminal, Rotunda, Concourse A & B, Baggage Claim, and 9'-0" in Concourse C. Tenants should inspect spaces to determine opportunities for higher ceiling areas and potential conflicts with existing obstructions.
2. Tenant is required to provide a ceiling throughout the concession unit. Exposed structure, conduit, and other base building infrastructure visible through non-opaque ceiling systems shall be painted. Tenant must provide expansion joints consistent with industry standards.
3. Approved ceiling systems for any area visible to the public include the following:
   - Painted gypsum board or plaster
   - Commercial quality ceiling systems (metal, wood, etc.)
   - Special or custom designed ceiling trellis, panels, or open grids.
   - Painted Exposed Structural/HVAC (in seating areas only). Food preparation areas must have a hard lid and easily cleanable surface above.
4. Ceiling suspension systems may not be fastened to the underside of the piping or ductwork above. All fastening devices must be secured to the structure above.
5. Combustible materials of any type are not permitted above the finished ceiling.
6. The ceiling in certain locations within the Assigned Space need to be accessible to allow the Airport to access existing equipment valves, controls, public announcement system equipment, Wi-Fi, Distributed Antenna Systems (DAS), and Fire Suppression System, etc. Tenant must provide access panels which shall be installed at Tenant's expense.
7. All ceilings constructed below equipment systems such as air handler units, VAV boxes, and isolation valves must allow access to that equipment for the Airport to complete routine maintenance and repairs including but not limited to filter change outs, coil removal and repair, condensate drain clearing, belt replacement, etc. The space under these access points must be easily cleared to allow the Airport to use ladders or lifts to access any equipment above the ceiling.
8. Ceilings must be either acoustical T-bar with 24" x 24" or 24" x 48" tile having 3/8" revealed edge, drywall or plaster construction. Acoustical T-bar ceilings with standard modules are allowed with perforated corrugated metal. All ceiling materials must be non-combustible and have a

Class III, 76-200 flame spread rating. Acoustical tile is only permitted on horizontal surfaces. Any vertical, beveled, or other type fascia shall be drywall, cement plaster, or material subject to the Airport's approval.

9. Tenant shall attach ceiling wires to structural members only. Attachment to the metal deck or other infrastructure is prohibited.

## Layout, Displays, and Millwork

1. Tenants shall give careful consideration to the use of colors and materials on all floor, wall, and ceiling surfaces, complementing the aesthetic and quality established in the Common Area.
2. Displays should be attractive, but must not interfere with the egress or access to the Assigned Space.
3. Aisle widths must meet all ADA requirements and shall be adequate for passengers with baggage or luggage carts.
4. Counter surfaces must be durable and not mar or scratch under normal use.

## Lighting

1. Tenant is responsible to provide the associated design calculations, design documents, etc., to indicate compliance to the applicable portions of the code.
2. Any light visible from the exterior of the Airport is subject to removal or adjustment if it interferes with Airport operations.
3. Interior General Lighting
    a. General lighting fixtures for the interior of the Assigned Space shall be of a glare-free type.
    b. Display Area lighting fixtures shall utilize LED lamps.
    c. Spotlights may be recessed LED lamps in adjustable angle fixtures or track-mounted adjustable spotlights.
    d. Incandescent and compact fluorescent lights are not allowed.
    e. No lighting source shall be visible at or below the ceiling line or from the Common Area. Lighting fixtures may be exposed or shielded, pendant, or surface-mounted on walls or ceilings.
    f. General lighting fixtures should provide a minimum of an 82 Color Rendering Index (CRI) for all lamps.
    g. Surface or pendant-mounted track and track lighting fixtures installed for accent lighting may be used.
    h. The track and fixtures shall be painted to match the ceiling color of Assigned Space.
    i. Lighting that provides focus on merchandise displays and general "sparkle" to the space is encouraged.
    j. Decorative type lighting, e.g., LED pendant units, chandeliers, or wall brackets, may be used only if Tenant has established an identity based on this design theme, and must be approved in advance of build-out by the Airport. No strobe, spinner, or chase-type lighting shall be used. Luminous ceilings shall be uniformly lit, accessible, and maintained so as not to allow dirt or debris to be visible.
    k. No Tenant lighting system components shall be installed in the Common Area ceiling.
    l. All self-illuminated showcases and display cases must be adequately illuminated and ventilated.
    m. Night lighting shall be provided in the Assigned Space to allow safe travel to and from switch locations to egress doors.

# 3.0 Food Service Design Standards

Spokane International Airport

## General Food Service Standards

1. Tenant is encouraged to design its Assigned Space so that it can be closed without the use of shutters, grilles, or other closures at the Lease Line that present an unwelcome appearance when the Concession Unit is not in operation.
2. Closures when used, such as grilles and/or shutters, shall be concealed within the design of the Assigned Space. Grilles and shutters will be allowable on a case-by-case basis as reviewed and approved by the Airport. The Airport's preferred closure for units is a glass storefront and doors.
3. 100% of the Common Area frontage may be open (without enclosure).
4. Tenant must provide a full height Partition Wall separating the sales area from the kitchen, service, and storage area for security and to shield views into the service area. Where open display kitchen concepts are desired by Tenant, the kitchen (where food is to be cooked, not prepared), is the only portion of the BOH to be visible from the seating area and Common Area.
5. Wall openings between the sales area and the service area must be kept to a minimum. Pass-through openings shall be designed to block view into the service area. Openings between these spaces shall be able to be closed off and secured when the unit is not in operation.
6. The finish on all walls in the sales area behind the counter shall be ceramic tile or equal.
7. Tenant to provide a durable 10"x10" plaque depicting the owner and operator on the storefront of the unit. Plaque to be designed to complement the unit's design aesthetic.

## Seating Zones

1. Along the concourse circulation, fexible two-top and high-top café style seating is encouraged. Activate the edge of the space and allow for easy circulation into the unit. Within the depth of the space, use furniture to divide seating areas; a community table or booth seating can separate seating zones.
2. Plan the bar or open concept kitchen in a prominent location, directly adjacent to or highly visible from the concourse circulation. In addition to traditional bar counter seating, lounge seating in the bar area will encourage guests to linger and increase the spend.
3. Tenants are encouraged to create social seating options for guests, such as community tables and bar top seating. Providing power for 50% or more of seats is recommended. Consideration should be given within the seating area to allow for roller board luggage storage.
4. Seating shall be designed to met ADA requirements and any requirements above and beyond ADA that may be required by the AHJ to accommodate all patrons.

## Sales Counter

1. The main serving counter will be constructed by Tenant a minimum of 10'-0" behind the Lease Line, where achievable, to allow for queuing and service to occur within the Assigned Space, unless queuing space is otherwise provided within Concession Unit.
2. The front counter must present a clean, uncluttered appearance. Food service equipment, beverage dispensers, point-of-sale (POS), and other equipment must be concealed from view as much as possible.
3. Open storage or paper goods, packaging, and supplies visible to the public is not permitted.
4. Tenant's goods, packages, supplies or waste may not be staged in a way that is visible to the public during Airport operating hours.
5. Access through the front counter for Tenant or Tenant's employees is not permitted unless rear service door is not possible.

6. Napkins, condiments, utensils, straws, and trays must be integrally designed into the front counter or recessed into the countertop. Separate countertop stations in seating areas may be provided.
7. Sneeze guards and/or tray slides, when required, must be custom designed as an integral part of the front counter and be constructed of glass and stainless steel or brass.
8. The countertop shall be designed to meet ADA requirements and any requirements above and beyond ADA that may be required by the AHJ.
9. The countertop and face of the counter (vertical surface) may be of the following materials:
    - Non-porous stone
    - Slab stone
    - Quartzite surfacing
    - Ceramic tile
    - Solid polymer (Corian or equivalent)
    - Hardwood, stained, sealed, or painted (face only)
    - Metal (stainless steel, mill finish steel, aluminum, brass, etc.) Metal that may oxidize should be sealed.
    - Other durable, non-porous material approved by the Airport.
    - Plastic laminate is an unacceptable material for any portion of the counter design.
10. Tenant must provide a minimum six inch high tile base along the entire length of the counter. The base shall be recessed to create a toe space.
11. Glass display cases constructed of clear glass and stainless steel, brass or bronze, will be permitted to a maximum height of 4’-8” and maximum width of 25% of the storefront width. Display cases may not extend past the face of the countertop.

## Menu Boards

1. All menu boards shall be digital monitors.
2. Menu boards should be integrated into the overall design and kept current at all times.
3. Tenant is required to provide a minimum of one menu board, mounted on the rear wall of the sales area or on a suspended fascia, dependent on concession concept. Menu boards are not permitted on the wall fronting the Common Area. This requirement is for quick serve and fast casual concepts. Full Service restaurants may be exempt from this requirement upon approval from the Airport.
4. The menu board shall be of proper size, color and illumination level to be readily visible from the Common Area.
5. All menu boards and photos of menu items should be professionally designed, fabricated and be integrated within the Tenant’s graphics and merchandising design.

## Food Service & Preparation Requirements

1. Any activities that involve the final preparation of food from raw or partially prepared ingredients shall be concealed from public view.
2. The Tenant is responsible for maintaining pest control within the Assigned Space.
3. Exhaust systems for food preparation shall be fabricated entirely from stainless steel and incorporate an integral fire suppression system and comply with regulations of the AHJ.

## Licenses and Certificates

1. All licensees and certificates that are required to be displayed in public spaces shall be printed and framed in the same manner. Paper certificates taped to walls are not acceptable. Frames shall be curated in a similar manner for all licenses and certificates visible to the public.

# 4.0 Retail Design Standards

Spokane International Airport

## General Retail Standards

1. The Retail Design Standards of the TDG establish minimum acceptable standards of design and visual merchandising for all Tenants and provide a standard by which proposals can be evaluated for prospective Tenants.
2. The store interior design as viewed through the storefront must convey the identity of each Tenant. Tenants should creatively employ visible walls, ceilings and floors to act as a dramatic backdrop for their merchandising efforts. The incorporation of local or regional art that reinforces the Airport's vision and Sense of Place is encouraged.
3. All Tenants will be expected to design their spaces to present world-class sophistication.
4. A total store image coordinates storefront and interior design with the store's merchandising plan. Tenants must consider creative adaptions to their interior design and planning to achieve a store that is compatible yet different from the common area theme of the retail level.
5. The Tenant is responsible for receiving the space as is. Tenant shall demolish all existing conditions back to base conditions.

## Entrances and Storefronts

1. Storefronts shall provide transitions to the store interior at the floor, wall, and ceiling areas that are compatible with adjacent elements of the Terminal Building common areas. Storefront design shall also be in concert with the store interior. Openness and transparency are strongly encouraged to allow presentation of, and entry to, the store interior.
2. Where unit abuts holdroom or other common space, Tenant is to provide mural, etc., unless otherwise agreed to by the Airport.

## General Storefront Considerations

1. Storefront construction shall extend from floor to ceiling and shall abut the vertical demising systems at both sides of the demised space.
2. Any soffit or neutral pier returns exposed by further recessing the storefronts shall be finished to match the Airport's neutral surround construction and finishes by the Tenant at Tenant's cost.
3. No element of the storefront may extend beyond the Lease Line, except for signage, as outlined in Section 5 of this document.
4. All storefronts, except entry doors, shall have a minimum six inch high base of durable and maintainable material integrated with the storefront design. Acceptable materials include stainless steel, aluminum, and natural stone.
5. High transparency in the storefront design is required. The Tenant's overall storefront area shall have a minimum of 75% visual transparency/openness. Tenant shall wrap corner of unit with glazing to continue sightlines from the circulation spaces where applicable.
6. Storefront designs should create a three-dimensional treatment by recessing the closure line or other portions of the storefront.
7. No part of any door swing shall extend beyond the storefront construction line into the Airport's public areas and circulation corridors.
8. Any flooring between the Lease Line and the Tenant storefront or closure line is the responsibility of the Tenant and must match either the Tenant floor finish or the adjacent common area flooring.
9. Electronic surveillance or other shoplifting detection devices and security systems shall be integrated with the Tenant's storefront design, freestanding posts or columns. Suspended boxes, suspended rails, raised floor mats, or other exposed equipment or decals are not allowed.

## Storefront Closures

1. The following optional storefront closure systems are allowed:
    a. Recessed, hinged, out-swinging doors with multipaned glass, fully glazed, or frameless glass doors on pivots; provided that doors must not swing beyond the Lease Line when fully opened.
    b. Sliding glass doors that slide behind one another and stay open; these doors must be pocketed within the storefront enclosure.
    c. Rolling vertical or horizontal coiling grilles will be allowed on a case-by-case basis as a last resort. Tenant to review proposal with the Airport prior to proceeding with the use of grilles as closures in their designs. Should the Airport approve such use the following criteria shall be met:
        i. All portions of the frame or track are recessed in the storefront.
        ii. No floor tracks are allowed.
        iii. Dust proof strikes required at floor bolt drops.
        iv. Grilles must be independently supported.
        v. The base building structure may be used for lateral support only.
        vi. The structural support for the rolling grille must be incorporated into the Tenant's storefront design and should not be visible from the circulation areas.
        vii. Sliding scissor type gates are not allowed.

## Design Control Notes

1. The Design Control Zone is the area immediately adjacent to the storefront and extends five feet (5'-0") into the Tenant's space. This zone should be used to create storefront displays. Innovative merchandising, quality materials, and appropriate lighting should be employed to convey the Tenant's merchandise identity. This zone is also used to generate activity and excitement.
2. Floor finishes in the Design Control Zone area shall be limited to durable materials such as stone, ceramic tile and durable hardwood. Carpeting is not allowed in this area.
3. All show windows shall be adequately lit and ventilated. The area shall be illuminated with low voltage track lights, recessed lighting or specialty lighting approved by the Airport.
4. The following items are not allowed in the design control zone:
    - Acoustical tile ceilings
    - Pegboard or metal shelving
    - Checkout counters
    - Temporary sales racks and
    - Mass merchandising systems

## Storefront Finish Materials

1. All storefronts shall be constructed of the highest quality, durable, and easily maintained materials. Tenants are encouraged to use materials in a creative manner. All materials and their finished installation are subject to the Airport's review and approval.
2. Acceptable Materials:
    - Marble, granite, limestone and other natural stone products
    - Wood, if top-grade mill-quality, natural or stained finish hardwood
    - Ceramic tile
    - Decorative finished metals such as stainless steel, anodized aluminum or factory-painted steel, this material may not comprise more than 10% of the storefront.
    - Frameless clear glazing of tempered or laminated safety glass with polished exposed edges
    - Framed clear glazing with wood or metal glazing mullions and
    - Ornamental glass, such as tinted, etched, sandblasted, stained, beveled or leaded.
3. Unacceptable Materials:
    - Painted gypsum board (as a base material)
    - Wallpaper or wallcovering
    - Hardboard or high-density particle board
    - Pegboard in any form
    - Mill finish aluminum or field-painted metal
    - Cork or cork tile
    - Carpet or fabric
    - Plastic laminates
    - Plexiglas, fiberglass sheeting or mirror
    - Other materials that are, in the Airport's sole judgment, poor quality, inappropriate finish or incompatible with adjacent Tenant or Airport finish material

## Finishes Inside Retail Tenant Space

Tenant shall follow all finish guidelines outlined in Chapter 2 of this document when designing retail spaces at the Airport.

## Retail Merchandise Units (RMUs), Kiosks, and Vending

1. RMUs and Kiosks shall only be placed in designated areas as determined by the Airport. Units shall be refreshed as outlined in the lease agreements. Units may not exceed Lease Lines.
2. The following requirements apply to all mobile units. RMUs and kiosks shall be:

a. Designed, fabricated, installed and maintained by the Tenant at the Tenant's expense, and be of a quality approved by the Airport
b. Durable and constructed for high traffic usage and
c. Firmly placed on the floor or wall-mounted and are considered display fixtures
d. The following are required:
   - Accent lighting built-in to the kiosk fixture(s)
   - Simple and uncluttered display areas
   - Compatibility to other kiosks in design and architecture
   - Compliance with current ADA requirements
   - Review and approval by the Airport prior to installation

3. RMUs and kiosks shall not:
   a. Be on rollers or other devices that could make the fixture unstable or unsafe
   b. Have unprotected projections less than seven feet off the floor level
   c. Have low overhead conditions created by hanging plants or products
   d. Have music, sounds, or scents to attract customers
   e. Have stacked displays that could fall over
   f. Display products or signage outside of the designated lease area
   g. Have fluorescent or bright colors
   h. Have flags and banners and
   i. Be overcrowded or overstocked with merchandise

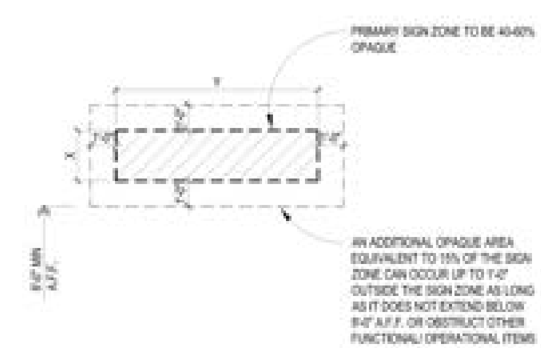
# 5.0 Signage & Graphics

## General Signage Standards

1. The Airport encourages signage that is three dimensional and expressive of the Concession Unit's brand image, merchandise, or service while contrasting with adjacent Tenant's signs to provide differentiation.
2. The maximum length of the sign shall not exceed 70% of the total Common Area frontage.
3. The maximum height of sign letters shall not exceed 1'-0" (12") unless otherwise approved by the Airport.
4. Tenant is required to design, fabricate, install, and maintain signs, fronting the Common Area, that exhibit imagination, high fabrication quality, and draw attention to the concession and brand without negatively impacting the overall environment (e.g., glare, lighting with color that creates an interference with Common Area finishes). Signage verbiage shall be limited to trade name and logo only.
5. Although the TDG includes minimum requirements and restrictions, equally important is the Airport's intent for creative signage that exceeds traditional expectations. Signage should be treated with as much design creativity and focus by the Tenant as the rest of the design concept and represent industry-leading, state-of-the-art creativity and impact. Signage and graphic proposals that, in the Airport's judgment, do not accomplish these goals will be rejected.
6. Reference Signage Examples: To provide design inspiration and assist Tenants with visualizing the range of creative signage the Airport deems as meeting its goals, several examples from both airport and non-airport environments are included in this section. As the examples are from different types of facilities, not all of them meet the specific technical requirements of this TDG, but they represent the creativity, level of expression, and general quality the Airport expects. These examples are provided for reference only and are not to be directly copied or emulated.

## Signage Fronting Common Area

1. All signage must be installed to allow clear access to all light fixtures in the Common Area.
2. All signage installed by Tenant should not block current security cameras in the Common Area.
3. Dimensional signs that are internally illuminated are encouraged. Installation and power for internal or integrated illumination is the responsibility of Tenant. Power to illuminate signs should run to Tenant's panel within the Assigned Space. Tenant must submit drawings detailing method of power supply and installation for approval.
4. Environmental graphics and signage submitted by the Tenant for consideration by the Airport must be exceptional in both overall aesthetics and contribution to the effectiveness of the Concession Unit, as well as professional in design and execution. As the Airport wishes for signs to be creatively integrated with the Airport's architectural elements to form a successful composition, a specific vertical sign band has not been provided. No Airport vertical surface is available to mount sign elements except where specifically indicated by the TDG.
5. All primary Concession Unit identity signs shall be dimensional with sculptural objects and fabricated of multiple spaced layers of materials to create a three-



dimensional appearance. It is desired that the multiple layers are sufficiently offset to create shadow-lines when externally illuminated.

6. Letters or Text shall be fabricated as dimensional forms, individually cut or formed.
7. All text shall have sufficient contrast and visibility to be legible from 50'-0" by either providing its own background behind text or other illumination or color strategy. Signage submittals must describe this legibility strategy and include photographic exhibits illustrating successful previous use of the proposed technique.
8. Sign Zones**,** Backgrounds, text and other opaque graphic sign components shall occupy a minimum of 40% and a maximum of 60% of the indicated relevant sign zone. If transparent or semi-transparent materials are used for graphic sign components (e.g., colored glass, mesh, or perforated metal) consideration may, at the Airport's discretion, be given for exceeding the indicated 60% maximum, however signs that simply fill in the allowable sign area will not be approved. The profile of backgrounds should be creative and distinctive in shape to express the character of the concession. The width of Sign Zones shall not exceed 70% of the Common Area frontage at locations within the Airport, unless otherwise indicated.
9. An additional area equivalent to 15% of the primary sign zone may contain backgrounds, text and other opaque graphic sign components can occur up to 1'-0" outside the primary sign zone as long as it does not extend below 8'-0" above the finished floor or obstruct other functional/operational items.
10. Acceptable materials include metal, acrylic, wood, glass, or other approved materials with painted, specially treated, or exposed finishes.
11. No formed plastic or injection molded signs, or vacuum formed letter signs are permitted.
12. Signs shall be either externally illuminated from ceiling mounted directional fixtures or internally illuminated signs including neon may be permitted dependent upon special approval. Submittals for approval must illustrate the quality level of fabrication including photographic exhibits illustrating successful previous use of the proposed technique.
13. Tenant signs may employ small accent light sources as a design feature or employ concealed supplemental lighting, however, installation and power for the light sources are the responsibility of Tenant. Base building power may not be used for any Tenant signage.
14. Tenant may suggest other types of signs for consideration by the Airport.
    a. Tenant should refer to the Exhibits in Sections 6 and 7 for applicable sign locations, sizes, and limitations. In general, the following applies:
    b. Aside from the size and location identified as the Sign Zone, there is no specific position for Concession Unit signs unless specified in the TDG.
    c. Tenant will be allowed to install one sign at the Concession Unit as a primary business identity; this sign will be limited to trade name and logo only.
    d. In the case of a space with two sides of exposure, additional identification signs are permitted for frontages in excess of 20'-0" in length.
    e. All Tenant sign lighting shall be illuminated during hours of operation.
15. Signs fronting the Common Area should reflect the following:
    a. Signs should incorporate graphic symbolism of Concession Unit name or merchandise rather than written advertising.
    b. Signs should be imaginative or creative self-expression.
    c. Variety and individuality should be emphasized.
    d. No sign advertisement, notice, or lettering other than store names or approved logos shall be exhibited, inscribed, painted or affixed on any portion of any Concession Unit or have major visibility from the Common Area.
    e. No corporate brand names, product names, or phrases may be used on Concession Unit signs or in any area visible from the Common Area unless reviewed and approved by the Airport.
    f. Raceways/conduit, ballasts, transformers, sign company names, underwriter labels, clips, brackets, or any other form of extraneous advertising, attachment and/or lighting devices shall be fully concealed from public view.

## Sign Restrictions Inside Tenant Space

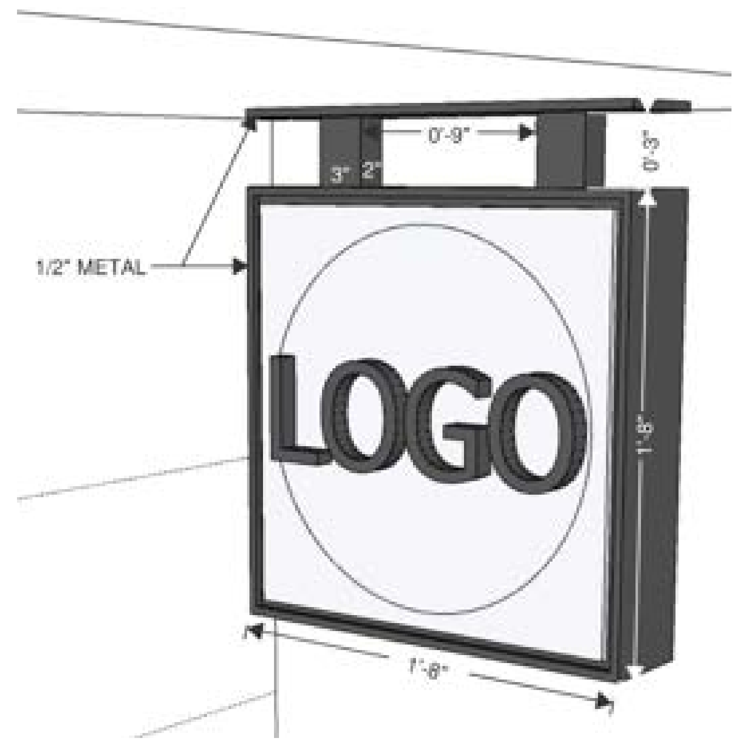
The following guidelines and restrictions apply to the fabrication and installation of signage within the Concession Unit.

1. Tenant is prohibited from affixing permanent or temporary signing, decals, credit card signs or symbols, artwork, or other signage indicating product line.
2. Permanent or temporary interior signage specifying products and prices must be designed, constructed, and executed with quality and high professional standards.
3. Commercially produced graphics for nationally produced and merchandised products are generally unacceptable. Listing of merchandise shall not be permitted within the first 5'-0" measured inward from the Common Area Lease Line.
4. Animated component signs and signs employing moving or flashing lights are not permitted under any circumstances.
5. Surface-mounted box or cabinet-type signs are not permitted.
6. Formed plastic or injection molded signs, or vacuum-formed letter signs are not permitted.

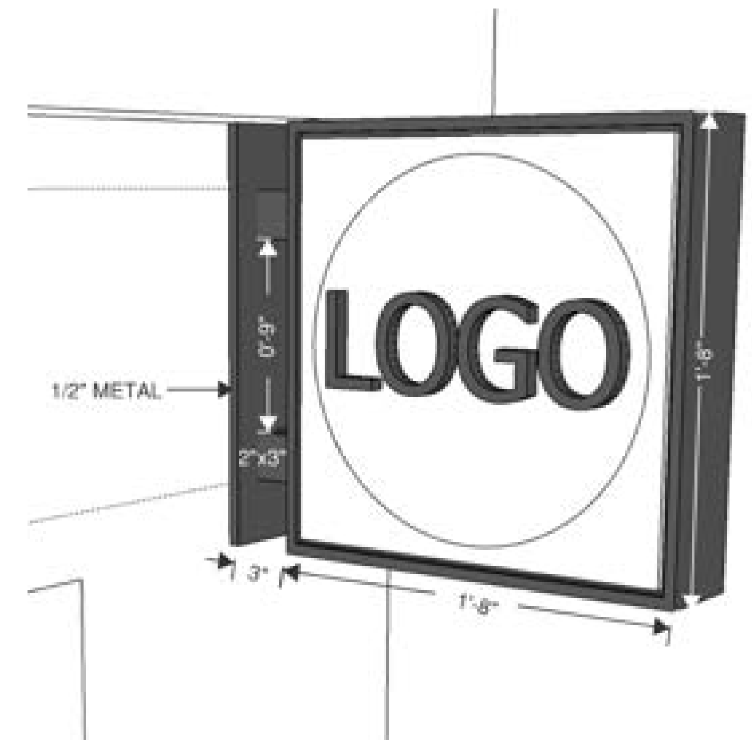
7. Signs fabricated from simulated materials such as wall coverings, stone, or wood-grained plastic laminates are not permitted.
8. Freestanding floor signs within the first 5’-0” of the Concession Unit and outside the Lease Line are not permitted. The only signs allowed outside of the Lease Line are the primary sign for Concession Unit and Blade Sign projection.
9. Signs may not employ exposed raceways, ballast boxes, transformers, crossovers, or conduits.

## Blade Signs

1. Tenants will be entitled to have one two-sided blade sign typically located on one side of the Unit frontage. There are two types of blade sign armatures, wall mounted or ceiling mounted depending on specific locations.
2. The blade sign support armature, light fixtures, power, sign panel, and connections to armature shall be designed, furnished and installed by Tenant. The blade sign light fixtures shall be maintained (cleaned and relamped) by Tenant.
3. The sign face graphics must be consistent with the graphics of the concession and may feature a corporate logo as well as the store name. Three-dimensional treatment as described for the primary store identity sign under Section 4 is required.
4. The maximum blade sign weight is 30 lbs.
5. Refer to Blade Sign Exhibit on this page for dimensions and appearance. The sign panel may be of any shape, but must not exceed the dimensions shown on the blade sign exhibits.



Soffit/Ceiling Mounted Blade Sign



Wall/Column Mounted Blade Sign

GENERAL NOTES:

1. Limits of the Tenant sign board shape are as noted in the details.
2. The sign may be any shape with the defined limits. Unique shapes may be an excpetion to the limits, but may not project below 8/-0” AFF.
3. Portions of test of special accent shapes applied to the sign board may project beyond the limits to a maximum of four inches.
4. Holes or openings in the sign board are not permitted.
5. Mounting brackets, as required, are to be provided by the Tenant/Sign Fabricator.
6. Maximum weight: 30 pounds.

*Example of blade signs that utilize materials similar to the Airport’s signage and wayfinding program.*

## 5.0 Signage & Graphics


Examples of Creativity in Signage

# 6.0 Technical Criteria

## General Building

1. The Airport's designated representative(s), shall have absolute right of review and approval over all aspects of Tenant Improvements, as well as the discretion to waive any requirements included in the Tenant Design Guidelines (TDG) so long as the concept, quality and character of the Tenant Improvements are not significantly affected.
2. All construction must comply with all codes and standards adopted by state, county, and city. Industry standards such as ANSI and UL may be adopted within the code or by the enforcing agency, and are enforced as code.
3. The Tenant and its contractor are responsible for protecting all existing utilities. All protection shall be done in place. Any utilities to be demolished or intercepted by the Tenant should be coordinated at least 14 days in advance with the Airport or its designated representatives. Any utility meters, disconnects, valves, etc., within the Tenant space, whether new or existing, shall be accessible to the Airport at all times. Such utility meters, disconnects, valves, etc. should be clearly marked especially where approved to be above the ceiling or behind a door, with the ceiling tile or door clearly marked (e.g., "Gas shutoff here").
4. The Tenant will bear the cost of bringing utilities and utility meters during construction to the unit, and for paying for utilities on a monthly basis after connections are made. Any serviceable utility equipment, whether new or existing within the Unit will be readily accessible.
5. The following requirements provide specific instructions to meet the Airport's basic standards for construction materials, means and methods and apply to all Tenants. These standards may be modified by the Airport at its sole discretion.
6. All standards and procedures be adhered to. If conflicts or apparent conflicts exist between the language of the Airport standards and procedures and/or this TDG, Tenant shall raise the issue and request clarification of intent and approval prior to proceeding with design, submittals, or construction. Tenant is solely responsible for costs or impacts incurred by failure to follow the TDG.
7. A professional architect or engineer licensed in the State of Washington shall prepare all calculations, drawings, and specifications in accordance with the TDG, all current codes and recognized architectural or engineering practices. The construction is Type IIB and occupancy type is Group A.
8. The level of the finished floor within the unit must be precisely 0" (zero inches) and meet the finished floor at the Lease Line. No recessed or raised floors are permitted. Note: This requirement exceeds ADA requirements.
9. As-built drawings must be provided and maintained by Tenant's Contractor(s) and submitted to the Airport three months or less after the Unit has been completed. Tenant shall record exact pipe, duct, and equipment routing and location along with all equipment information for the Mechanical and Electrical System Design.
10. The Airport will provide reasonable access to existing architectural, structural, plumbing, mechanical, and electrical systems drawings to the extent that they are available. These documents are for reference only; all existing conditions must be field verified by the Tenant's Design and Construction Team.
11. All Tenant installed equipment outside designated Lease Line limits and/or the Assigned Space (roof tops, etc.) must be labeled with Tenant's name.
12. All Tenant installed roof top mounted equipment above existing parapets must be screened. The design of roof top equipment screening shall be reviewed and approved by the Airport.
13. The use of tanked propane is PROHIBITED.
14. All roof penetrations must comply with the Airport's

Spokane International Airport

roofing standards and warranty.

15. A registered structural engineer must complete and submit analysis and provide signed documents and coring location plan for all floor, wall, and roof core drilling.

## Mechanical Systems

1. All heating, ventilation, and air conditioning ("HVAC") systems must be designed and installed to the following minimum standards:
    a. All new ductwork shall be sheet metal, designed and installed per SMACNA "HVAC Duct Construction Standards" Kitchen exhaust ductwork shall be continuously welded 16 gauge black carbon steel and Type 316 stainless steel not less than 18-gauge at exposed locations. Duct board is not allowed.
    b. Flexible ductwork shall be installed without sags or kinks and no longer than 5'-0" in length. Aluminum flex duct is not allowed.
    c. Provide accessibility to all equipment (FCUs, VAV boxes, valves, heating equipment, etc.) per code and Airport's requirements, and at a minimum, 3'-0" clearance to the operator side of all VAV boxes.
    d. Provide a minimum of 2'-0" x 2'-0" access doors in all hard lid ceilings at all FCUs, VAV boxes, valves, etc. Tenant shall maintain means of accessing the ceiling access panels at the floor level.
    e. Thermostats/sensors shall be installed in locations measuring the average temperature within the Assigned Space (avoid exterior walls, confined areas, location near heat producing equipment, etc.). The final location of thermostats/sensors is subject to Airport approval. New wiring is required when the new sensor location exceeds the current wiring length (splicing of wiring is not allowed). Wiring is to match existing and be connected to the associated FUCs/VAV box and sensor per the original termination installation. All control wiring is to be installed in labeled conduit.
    f. Tenant's refrigeration equipment must use remote compressors to be located on the roof above the Assigned Space, with the exception of residential refrigeration equipment which does not have the option for remote compressors.
    g. All added piping shall be flushed, cleaned and tested prior to connecting into the system.
    h. All interior piping and ductwork shall be supported independently from structure. Support of piping and ductwork from other piping, ductwork, or other utilities are not allowed.
2. The Airport will provide a heating and cooling system for each space as follows:
    a. The Airport will provide conditioned outdoor air ductwork, chilled water and/or hot water piping at maximum allowed flowrate, capped within or near the Premises for Tenant's use.
    b. Additional cooling, if required by the Tenant, is the responsibility of the Tenant. Additional cooling must be direct expansion (DX) type cooling. Connection to the Airport's chilled water or air duct mains is not permitted.
3. Tenant shall provide all FCUs, distribution ductwork, chilled water, and heating hot water piping, and diffusers/grilles within the Assigned Space. All materials must conform to flame/smoke spread requirements.
4. Tenant shall provide dedicated exhaust hoods serving gas-fired kitchen cooking equipment in accordance with NFPA 96 "Standard for the Installation of Equipment for the Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment." Make-up air shall be supplied at the kitchen hoods. NFPA approved kitchen grease hoods with integral make-up air systems are acceptable.
    a. Where possible, all existing infrastructure should be reused in the same location.
5. HVAC Demolition
    a. All existing FCUs, thermostats/sensors, heating chilled water and hot water pipes, ductwork, and diffusers within the Unit but serve other spaces shall remain.

## Plumbing Systems

1. All plumbing systems must be designed and installed to the following minimum standards:
    a. Provide accessibility to all equipment and valves. Provide minimum 2'-0" x 2'-0" access doors in all hard lid ceilings at all equipment, valves, etc. Tenant shall maintain means of accessing the ceiling access panels at the floor level.
    b. At a minimum, cast iron pipe with 4-band coupling must be used for waste and vent piping. Type L copper piping must be used for all water services. No plastic pipe is permitted.
    c. All Tenant plumbing fixtures that are piped to a floor sink or drain must utilize high-grade, corrosion resistant materials and be piped to a floor sink or drain within the Assigned Space. At no time will it be acceptable to pipe a Tenant plumbing fixture into an Airport floor drain or floor sink.
    d. Tenant is responsible for all plumbing systems serving the Assigned Space. Plumbing fixtures, electric water heaters, etc., and all piping beyond mains provided by the Airport, are the responsibility of Tenant. New plumbing equipment (fixtures, water heaters, soda dispensing systems and associated piping encased in conduit, etc.) must be located within the Assigned Space.

i. All existing piping in the Assigned Space remaining from the prior occupancy is to be removed back to point of first connection. No existing plumbing is to be reused in the Assigned Space.

e. The Airport will provide sanitary waste, and cold water piping mains, and vent piping to the Assigned Space as described in Appendix A. Tenant is responsible for the vent piping for spaces located directly below the roof. Tenant shall connect to Port provided plumbing utilities.

f. The Airport will provide grease waste piping stub-out to the Assigned Space as described in Appendix A. The Airport may provide and maintain a central grease interceptor for Tenant. If additional lines and/or equipment are required, Airport and Tenant will negotiate on a case-by-case basis the allocation of the cost of such improvements.

g. No hot water service is provided by the Airport. Tenant shall install and maintain electric water heaters within the Assigned Space. Water heaters are not permitted above or partially within the ceiling. Water heaters must be installed near a floor sink and elevated off the floor.

h. The Airport will provide a natural gas connection to the Assigned Space as described in Appendix A. If additional lines and/or equipment are required, the Airport and Tenant will negotiate on a case-by-case basis the allocation of the cost of such improvements. Airport will specify gas meter that Tenant is to provide.

i. Water, waste and vent services beyond these specifications are Tenant's responsibility.

j. No Tenant-provided plumbing piping may be routed through other Tenant spaces or within the Airport's electrical or telecommunications ('Hub') rooms.

2. Plumbing Demolition - For all demolition, wall, roof, floor, etc. penetration are to be sealed to match existing. The following are to be removed:

   a. All domestic water piping and hot water systems serving the Assigned Space to the existing main (cap pipe at main).

   b. All plumbing fixtures within the Assigned Space, including floor drains/sinks.

   c. All sanitary waste piping serving the Assigned Space to the existing main (cap pipe at main).

   d. All grease waste piping serving the Assigned Space to the existing main (cap pipe at main).

   e. All existing piping in Assigned Space remaining from prior occupancy is to be removed back to point of first connection. No existing plumbing is to be reused in Assigned Space.

## Fire Suppression System

1. All Fire Suppression System must be designed and installed by Tenant to the following minimum standards:

   a. Compliance with fire safety provisions as adopted by the Authority Having Jurisdiction (AHJ).

   b. Provide accessibility to all Fire Suppression Systems per local code. Provide min. 3'-0" clearance to the operator side of all Fire Suppression Systems located within the Assigned Space.

   c. Provide accessibility to all equipment and valves. Provide minimum 2'-0" x 2'-0" access doors in all hard lid ceilings at all equipment, valves, etc. Tenant is responsible to maintain means of accessing the ceiling access panels at the floor level.

   d. All materials must be UL listed and AHJ-approved. XL rated pipe is not allowed. All pipes up to 0'-2" shall be schedule 40. Pipe larger than 0'-2" may be schedule 10.

   e. Fire Suppression System tie-in and testing shall be coordinated with the AHJ and the Airport. Fire Suppression System shall not be deemed "acceptable" until approved by the AHJ and the Airport.

   f. Provide UL listed and AHJ-approved fire sprinkler heads. In finished ceilings, provide concealed type heads with white finish (or paint to match adjacent ceiling color). In exposed structure ceiling, provide upright or pendent type sprinkler heads with plain brass finish. Sprinkler head manufacturer and type shall match existing sprinkler heads.

   g. In addition, Tenant to provide hydraulic calculations based on Ordinary Hazard Group 2 hazard classifications using the abovementioned pipe sizes for AHJ- review and approval.

2. Tenant is required to connect to the provided fire sprinkler zone check valve(s) to provide the new fire sprinkler system for the Assigned Space.

3. Tenant's new Fire Suppression System must comply with applicable codes. Tenant must coordinate with the Airport not less than two weeks before opening or closing fire sprinkler zone valves. All Fire Suppression System work must be performed by Tenant's fire sprinkler contractor at Tenant's expense. The Tenant's fire sprinkler contractor shall obtain the required permits, certificates of fitness, and business certificates from the AHJ Fire Department prior to performing any work on the fire sprinkler system.

4. Tenant must provide shunt relay to Airport's audio system so that Tenant entertainment audio is tied into the Airport's Fire Alarm System and the Airport can turn off Tenant's audio during testing or emergencies.

5. Tenant shall provide and maintain, including required inspections and certifications of, portable fire extinguishers as required by code.

6. Tenant must provide a complete Fire Alarm Detection and Annunciation System within the Assigned Space as an extension of the Airport's building wide addressable Fire Alarm System.
7. Tenant must use red-colored conduit for any fire alarm installation.
    a. Tenant is required to use the Airport's designated contractor for installation of the necessary initiation/annunciation devices and connection to the Fire Alarm System. Fire alarm audibility, intelligibility and visibility devices must meet the requirements of the latest edition of NFPA 72 and AHJ requirements.
8. Fire Alarm System and Fire Suppression System modifications must be documented and submitted for approval prior to construction.

## Electrical & Communication Systems

1. All electrical distribution equipment and conduits shall be within the Unit.
2. All circuits within the Unit shall be labeled at the point of use with the location and breaker number for that outlet/ light or fixed equipment. The Tenant panel feeding this equipment must be updated with a description of the power usage of that breaker.
3. Any added equipment panels must be labeled with their respective arc flash potential.
4. All material and equipment must be new and of a commercial grade.
5. Tenant is responsible for removing, replacing, relocating and/or adding all electrical equipment and devices (i.e., panels, transformers, lighting systems, receptacles, wiring, conduit, conductors, fusing, etc.) serving the Unit. All abandoned or unused conduit, wiring, lighting systems, panels, etc., within the Unit must be removed by Tenant prior to new installation.
6. Combination duplex outlet and USB outlet convenience receptacles to be installed and conveniently located near customer seating areas within the Unit.
7. Tenant will remain responsible for maintaining and/ or replacing any combination duplex outlet and/or USB outlet convenience receptacles that Tenant has installed in its customer seating areas within the Unit.
8. All transformers, power distribution, lighting systems, conduits, wiring and devices shall be provided by the Tenant, including temporary or standby power sources where required. All devices for this installation shall be located inside of the Unit, including all transformer(s). Transformer shall not be installed in plenum space, nor shall any equipment other than conduit containing conductors. Transformers shall not be installed outside of Unit without prior approval by the Airport.
9. All electrical equipment shall include UL labels for the intended use.
10. All transformer windings and wiring shall be copper. All distribution panels and panelboards shall have copper bus.
11. Tenant shall provide code-required emergency exit lighting fixtures. The lighting fixtures shall be provided with battery pack(s) including self-diagnostic provisions with a minimum of 90 minutes of operation. Under no circumstances shall Tenant connect to the Airport's Life Safety power circuit for any electrical demands.
12. Shutdown of the Airport's electric service or any main electrical distribution must be coordinated not less than two weeks in advance, and must be performed within hours specified by the Airport as convenient to the operation of the Airport. These times are subject to change. Tenant to verify current time restrictions and request exceptions to the Airport who may or may not approve alternative times. All electrical work required to complete the system to accommodate Tenant's plans shall be performed by Tenant's Electrical Contractor at Tenant's sole expense.
13. Exposed power, data or other conduit is not permitted.
14. No flammable materials are permitted above the ceiling
15. All Tenant communications wiring (i.e. telephone, data, communications, etc.) must be in minimum of 1" blue conduit. Conduit to be installed by Tenant shall be EMT in interior spaces, all fittings shall be steel; die-cast fittings are not allowable. Any conduit routed in areas that are subject to physical damage from motorized vehicles, machinery, etc. shall be RGS. EMT is permitted in all dry locations for concealed and exposed work. EMT shall be installed at least 8'-0" above the floor, or platform at locations subject to physical damage.
    a. Type 'MC' cable may not be used.
    b. New panel boards must have hinged covers with door-in-door construction.
    c. Transformers shall be mounted within the Unit in a visible and accessible location adjacent to the appropriate electrical panel. Floor mounted transformers must be mounted on a 4" concrete housekeeping pad. Connections to transformers must be via liquid-tight flexible conduit. A heavy duty disconnect switch must be utilized on the primary side of transformer or a main circuit breaker in downstream panelboard
    d. Normal power is derived from the Airport's various distribution panelboards. The electric service utility provider is the Airport.
    e. Dedicated/isolated equipment grounds are not readily available.
    f. Installation of background music systems within the Unit shall require the Airport's prior written approval and such music shall not be audible outside the Unit, or the volume level shall be approved by the Airport and adhered too.

16. Tenant should coordinate with the Airport related to any IT Network Labeling Standards and AV IT Conduit and Cable Standards prior to design systems.
17. If Tenant plans to install a Wi-Fi access point for customers or their operation, they need to be permitted through the Airport's IT Department to verify equipment will not interfere with other access points. Coordinate with the Airport.
18. Telephone cabling from Tenant's telephone backboard must be provided and installed by Tenant. Tenant shall coordinate with the Airport to determine where the "tie-in" location is for the Unit. Tenant is responsible for all costs associated with telephone and data requirements, including, if so provided, telephone service provided and billed by the Airport.
    i. All special systems conductors must be routed in separate conduit, color coded pursuant to any applicable Airport standards.
    ii. Coordinate with the Airport's IT Department for approval of telephone cabling terminations in Airport spaces.
19. Television cable/satellite, if required, must be provided and installed by Tenant. All costs associated with television cable/satellite are the sole responsibility of Tenant.
20. All costs for installation/programming/coordination shall be borne by Tenant.
21. Identification:
    a. Service equipment, circuit breakers, disconnect switches, meters, relays, transformers, switch boards, panel boards, branch circuit panels, alarm panels, control panels, communication panels, and any other equipment, shall be identified to indicate function, and where fed from.
    b. All building conductors shall be identified at each junction box, outlet box, cabinet, pullbox, etc., with vinyl cloth self-adhesive tags showing panel and circuit numbers, control wire numbers or other appropriate information.
    c. Empty raceways shall be provided with identification tags in each pullbox and junction box showing origin of raceways run.
    d. Electrical raceways shall be identified by self-adhering, non-conductive markers with orange background and black letters. Lettering shall be printed labeling (no hand-written markings). Field applied lettering shall be covered with clear tape. Markers shall be placed on all exposed or accessible raceways within 18 inches of raceway termination, wherever raceway enters of leaves concealed space, and every 50'-0" along raceway. Markers shall be ½" by 20" for conduits up to 10" nominal size; 1-1/8" by 40" for conduit, 10" nominal size and larger, and all other raceways. Markers shall be Brady or equal.
22. Electrical Demolition:
    a. All existing electrical systems within the Unit may require removal, as determined by the Airport. This includes the feeder supplying these panels back to the Airport's electrical service entrance section and/or distribution section.
    b. Properly protect, relocate and remove existing utilities encountered in work. If existing utilities are not indicated, but encountered, notify the Airport in ample time for necessary measures to be taken for protection, relocation, or removal thereof. No demolition work shall disrupt any existing facilities including telephone and electrical cables and conduits until these have been rerouted.
    c. Prior to starting work, submit a detailed schedule for proposed methods and sequence of work for approval, including estimated dates for starting and finishing each operation to the Airport. Work shall be conducted in accordance this Airport-approved schedule and methods and sequence of work.
    d. Adequately protect existing work against damage. Safely protect all utilities, conduits, piping, etc., and maintain all walkways and pedestrian areas in safe, usable conditions.

### LABELING NOMENCLATURE STANDARDS

- Power and lighting raceways shall be identified as to system voltage between phases, and to ground if system is grounded.
- Emergency raceways shall be identified "Emergency Service" in addition to system voltage.
- Grounding raceways shall be identified "Ground."
- Fire alarm raceways shall be identified "Fire Alarm."
- Low voltage control raceways shall be identified "Low Voltage."
- Clock system raceways shall be identified "Clock Runs."
- Raceways reserved for telephone services shall be identified "Telephone."
- Public address system raceways shall be identified "P.A."
- Miscellaneous communications systems raceways shall be identified "Intercom."
- Other raceways shall be identified as directed by the Airport's IT Department representative.

# 7.0 Submittal Process



## Airport Permit Process Introduction

1. The Airport's submittal process starts when the Tenant or its representative submits a completed Tenant Improvement Form and drawings to describe the scope of work. This usually starts with the Preliminary Design Phase (30%) followed by a Design Development Phase (60%) and Construction Documents Phase (90%).
2. Each phase of the submittal process includes drawings, specifications, material boards, renderings, and design narratives which will be reviewed by the Airport and/or its designated representative(s).
3. All design and construction must comply with all applicable building codes, standards, guidelines, and requirements applicable to the State of Washington, Spokane County, and City of Spokane. This includes applicable codes and regulations such as state and local health codes, the Americans with Disabilities Act (ADA), etc. Tenant and its representatives are responsible for ensuring its systems will perform satisfactorily and in compliance will all applicable codes and regulations.
4. All methods and materials and calculations must be spelled out in construction drawings and submitted to the Airport for review, including signage and graphics. Materials and finishes must not be toxic (e.g., asbestos, lead etc.). Any changes the Tenant wishes to make that differ from approved design documentation must be reviewed and approved in advance by the Airport and/or its designated representative(s).
5. Tenant is required to submit complete and accurate construction documents for review and approval by the Airport and/or its designated representative(s) before starting construction. The documents to be submitted must include the following:
   a. Complete plans and specifications for all electrical work, including lighting, power and one-line diagram. One-line diagram shall show all upstream panels and distribution equipment that will be affected by the work being conducted within the unit.
   b. Drawings must include panel schedules, load calculations (electrical demand at each piece of upstream distribution equipment affected by this installation, lighting power density calculations, to be calculated by Tenant or Tenant's design team, and lighting photometric drawings indicating foot-candle levels) and meter information.
   c. Structural drawings and calculations must be submitted by a registered professional in the State of Washington for all structural work including elements or equipment that will be suspended from the building structure.
   d. Drawings must include complete material specifications, including manufacturer's name and product number and complete schedules of all equipment and fixtures to be installed.
   e. All criteria and procedures are determined by the Airport. Tenant shall bring any questions or issues to the attention of the Airport and request clarification of intent and approval prior to proceeding with design, submittals, or construction.  Tenant is solely responsible for costs or impacts incurred by failure to follow the above. Tenant is solely responsible for work of Tenant's contractor; any failure by Tenant's contactor to follow any and all requirements of this TDG, or other Airport requirements, shall be deemed failure by Tenant.
   f. Tenant's contractor shall not commence work nor allow any subcontractor to commence work until all required insurance has been submitted and approved by the Airport. Construction insurance shall be maintained throughout the construction process.

Spokane International Airport

## Submittal Process

1. Preliminary Design Phase (30%)
    a. Tenant submits conceptual design drawings, sketches, material boards, floor plans (at a minimum 1/8" = 1'-0" scale) and written design narratives as part of the Preliminary Design Phase.
    b. Renderings. Provide sufficient number of views to represent the design, particularly how an entire space will appear, including transitions from concept to concept, and concept to Common Area. Renderings should be realistic with true representation of colors and materials.
    c. Materials and finishes boards not to exceed 10" X 16" and not weigh more than 7 lbs. per board. Materials should be labeled indicating what they are and proposed location/use. Include images of furniture, lighting, and other important decorative items.
2. Design Development Phase (60%)
    a. The purpose of this submittal is to accelerate the design approval process by acquainting the Airport and/or its designated representative(s) with Tenant's intended design concept and correcting any criteria compliance before proceeding with the final Construction Drawing phase. Design concepts for lighting systems and signage must be included in this submission.
    b. Typically, the design development package will include further development of proposed design including floor and ceiling plans, interior elevations, signage and graphic designs, and furniture plans.
    c. Any construction documents received in this phase will be rejected.
    d. The submittal should address all comments from the Preliminary Design Phase review and include a written response as to how each comment was solved or corrected. (Include the original comment.) If the design has changed from the Preliminary Design Phase concept, provide itemization of each change and written reasons for the change.
    e. For Design Development Phase submittals, send one electronic copy in PDF format.
    f. The Schematic Design Phase submission shall include, but not necessarily be limited to, the following:
        - Overall floor plan of each space at a minimum 1/8" = 1'-0" scale. This floor plan should show all concepts in context of any adjacent Tenant concepts and surrounding Common Area (columns, walls, existing elements, airline areas, etc). Provide overall dimensions and square footage. Dimensions should be based on the Tenant's field verification of existing conditions.
        - Enlarged floor plan of each concept (if applicable). Provide table layouts; queue diagram; guard/queue rails; condiment and trash locations; POS; counters; basic kitchen equipment; decorative element, transformers, electrical panels and distribution; major HVAC systems; water heaters and storage. Describe or show how the Assigned Space will be secured at night.
        - Ceiling plans showing lighting, materials, decorative elements, and existing conditions (such as large ductwork). Show surrounding Common Area ceiling for context and transition. Provide cut sheets and show actual lighting in the renderings.
        - Elevations of overall Assigned Space and each concept (if applicable) within the Assigned Space. Show signage, lighting, menu boards, guard/queue rails, condiment and trash locations, POS, counters, basic kitchen equipment, and decorative elements.
        - Sections showing the basic understanding of the Assigned Space (e.g., structure, major systems, HVAC ductwork, etc.). Show transitions to the Common Area.
        - Signage and graphic design shall be included in the plans, elevations, sections, and/or renderings and must be represented clearly. Show/describe how the signs are lighted.
        - Furniture shall be shown in the overall and enlarged plans and the renderings and must be represented clearly. Alternatively, furniture plans may be a separate plan drawing.
        - Finish floor plans may or may not be separate, provided the concept design is represented clearly.
        - Renderings. Provide sufficient number of views to represent the design, particularly how an entire space will appear, including transitions from concept to concept, and concept to Common Area. Renderings should be realistic with true representation of colors and materials.
        - Updated materials and finishes boards not to exceed 10" X 16" and not weigh more than 7 lbs. per board. Materials should be labeled indicating what they are and proposed location/use. Include images of furniture, lighting and other important decorative items.
3. Construction Documents Phase (90%)
    a. Each Assigned Space design will be considered on its individual merit and no design will be approved to submit for permitting until all required documents have been received.
    b. Electronic background files will be provided by

the Airport upon request, once the concession has been awarded. It is the responsibility of Tenant's architect and engineer to verify all dimensions and existing field conditions.

c. The Airport will provide Tenant reasonable access to construction document files that are available. All pertinent building documentation will be provided for purposes of describing or defining locations of Lease Lines and Demising Wall construction, including the location and arrangement of walls, columns, and other fixed base building features, services, and systems to the extent currently documented. It remains the responsibility of Tenant's design team to verify all dimensions and existing field conditions.

d. The pre-construction document submission shall include, but not necessarily be limited to, the following:

- Key plan showing location of the Assigned Space
- Floor plans (scale 1/4" = 1'0")
- Sections (scale 1/4" = 1'0")
- Common Area frontage elevation(s) and section, including signage (scale 1/2" = 1'0")
- Reflected Ceiling Plan (scale 1/4" =1'-0")
- Color and finish schedules
- All applicable details
- Electrical plan prepared by a licensed electrical engineer
- Electrical details and fixture and panel schedules, also include a suggested electric load component conforming with technical criteria herein
- Mechanical/plumbing and fire protection plan prepared by a licensed engineer
- Architectural, electrical, mechanical, and signage specifications
- Shop drawings from sign fabricator showing dimensions, letter style, face color, material, thickness, type of lighting source, brightness, mounting hardware, and location of transformer.
- Renderings. Provide sufficient number of views to represent the design, particularly how an entire space will appear, including transitions from concept to concept, and concept to Common Area. Renderings should be realistic with true representation of colors and materials.
- Materials and finishes samples firmly attached to illustration board and labeled, not to exceed 10" X 16" and not weigh more than 7 lbs. per board. Clearly label all materials and reference to plans, elevations, etc.
- Design and construction schedule.

e. The following "General Construction Notes" are to be a part of every Tenant improvement set of construction drawings:

i. No flammable or combustible materials are permitted above the ceiling.

ii. All Tenant construction requiring shutdown of other portions of the mechanical, plumbing, sprinkler, electrical or fire alarm systems shall be done late at night and early in the morning, unless otherwise authorized otherwise by the Airport. Notify and coordinate with the Airport two weeks prior to the shutdown requirement.

iii. Obtain permission from the Airport prior to core drilling through floors, walls or the roof structure. A registered structural engineer must complete analysis and provide signed documents and coring location plan for review by the Airport and/or its designated representative(s). Core drilling must be coordinated with Airport and is to occur late night and early morning and must be coordinated with any occupants of the space below the Unit.

iv. Cutting and patching to be performed as required to return finishes to their original condition.

v. Floor, wall, and roof penetrations must be sealed to maintain separation requirements. Provide fire, or fire and smoke, dampers as required to maintain existing partition ratings.

vi. Tenant's contractor must notify the Airport prior to welding, torch cutting, grinding, or other work that may potentially create sparks. Such activities must be under direct supervision and with the Airport's prior approval.

## Review Process

1. Documents for each submittal phases outlined above shall be sent to:

   Spokane International Airport
   C/O: Amy L. Anderson, Properties and Contracts
   9000 W. Airport Drive, #204
   Spokane, WA 99224

   Phone: (509) 455-6431
   Email: aanderson@spokaneairports.net

2. Preliminary Design Phase Review

   a. The Airport and/or its designated representative(s) will review and comment on Preliminary Design Phase drawings. If drawings are returned to Tenant with comments, all comments are expected to be picked up during the Schematic Design Phase.

b. A period of two to four weeks should be allowed for each submittal review, depending on project complexity and staff availability. The Airport will provide a written response with review comments and approval status. The Airport does not relieve Tenant of responsibility for compliance with the agreement and all governing codes and regulations, field verification of existing conditions, or proper engineering and safety.

3. Design Development Phase Review
   a. The Airport and/or its designated representative(s) will review and comment on Preliminary Design Phase drawings. If drawings are returned to Tenant with comments and not bearing the conditional approval of the Airport, Tenant shall revise the drawings to satisfy any comments by the Airport and resubmit for approval as instructed.
   b. A period of two to four weeks should be allowed for each submittal review, depending on project complexity and staff availability. The Airport will provide a written response with review comments and approval status. The Airport does not relieve Tenant of responsibility for compliance with the agreement and all governing codes and regulations, field verification of existing conditions, or proper engineering and safety.
4. Construction Document Phase Review:
   a. After receipt of the Airport's written approval of the Schematic Design Phase drawings, Tenant shall submit to Airport's Properties and Contracts department within 30 calendar days one full size set (30"x42") and eight sets of half size (15"x21") hard copy drawings and one electronic copy. Submit five sets of Specifications that shall adhere to the approved Schematic Design Phase drawings.
   b. The Airport will review and comment on Construction Documents Phase documents.
   c. Construction Documents are required building permits. The Airport must review and approve these Construction Documents before submitting for building permits.
   d. If any of the Construction Documents and specifications are returned to Tenant with comments and not bearing the unconditional approval of the Airport, Tenant shall see that the drawings and specifications are revised to satisfy any comments prior to submitting an application for building permits.

## Building Code and Permit approvals

1. Permitting with Airport:
   a. A Tenant Improvement Form (TIF) signed by all required Airport staff and department heads is required prior to construction.
   b. The review process may include review of code compliance and life safety requirements, though compliance and enforcement of the Building Code is ultimately under the Authority Having Jurisdiction (AHJ).
   c. Tenant is required to comply with ADA requirements and shall provide sufficient circulation to allow for wheelchair access, luggage carts and passengers with carry-on luggage. Plan check, building permits, and other Airport, city, county, and state fees in connection with all of Tenant's construction shall be at Tenant's expense. All construction shall be done in accordance with the TDG and all Airport, county and state ordinances, rules, and regulations.
   d. The approval of of the TIF does not guarantee approval by governing authorities, and it shall be the responsibility of Tenant to meet and comply with all national, state, and local code requirements.
2. Permitting with the City
   a. City of Spokane building permits are required for most work at the Airport. Building code compliance is enforced by the AHJ. See City of Spokane guidelines for a list of exempt work.
   b. Refer to the City of Spokane's requirements for building permit application submittals.
   c. Tenant is responsible for submittals to the city, paying all fees, and complying with city requirements.

## Final Approval

1. Upon final approval of the Construction Documents and an approved TIF, the Tenant's Contractor may proceed with permitting.
2. Tenant's contractor shall have one approved/permitted set of drawings at the job site at all times, showing Airport and city approval, and may not commence work until these plans are physically within the unit.

# 8.0 Construction Requirements



## General Procedures

1. The following is provided for overview purposes only:
    a. The contractor must adhere to the Airport's Safety Plan which may be obtained by contacting the Airport's Operations or Police departments.
    b. The contractor or Tenant must obtain all other agency permits as required prior to start of construction and submit copies to the Airport.
    c. Tenant's contractor shall not commence work nor allow any subcontractor to commence work until all insurance required has been submitted and approved by the Airport's Properties and Contract manager. Construction insurance shall be maintained throughout the construction process.
2. Prior to commencing any work, Tenant's contractor shall comply with the following:
    a. No construction shall begin prior to the Airport's written approval to begin construction has been received. The Contractor shall maintain one copy of the approved plans and specifications. The approved plans and specifications shall remain on the jobsite at all times during construction.
    b. Removal of construction waste shall be the responsibility of Tenant and Tenant's contractor. It is the sole responsibility of Tenant and its contractor to remove construction waste with Tenant or contractor's own equipment. Use of any airport owned equipment for the removal of construction waste is prohibited.
    c. All construction waste must be transported using sealed containers. Containers without lids are prohibited. All wheeled containers must be installed with polyurethane non-marking wheels. Black wheels or other marking wheels are strictly prohibited.
    d. Connection to temporary power including all temporary power lines, transformers and electrical distribution is Tenant's responsibility upon approval to connect by the Airport.
    e. The Tenant's Contractor must provide the Airport with a minimum of five working days' notice prior to the start of construction activity.
    f. Tenant must contact the Airport to arrange a pre-construction meeting prior to start of construction on any Unit. Tenant, its contractor and primary subcontractors must attend the pre-construction meeting. The meeting should establish a project construction schedule with start and end dates, key personnel, emergency contact information and include a discussion of safety and security issues.
    g. A copy of the key personnel emergency numbers list must be provided to the Airport and must be updated immediately upon any change in contact information for key personnel.
    h. Temporary construction walls shall be erected through the duration of construction and shall include the name of the unit, opening date, and renderings. All artwork and/or graphics for temporary construction walls shall be submitted to the airport for review and approval.

## Airport Security

1. Airport security is paramount throughout the construction. Security of existing facilities must be maintained at all times. Access to secure areas, including the sterile area, must be coordinated with the Airport. Access to secure areas will be limited and strictly enforced. Violators are subjected to the Airports Rules and Regulations, which may include removal of an individual's badge or cessation of work until the Tenant or its contractor(s) is able to demonstrate an ability to conduct activities safely and securely.

2. All construction personnel must adhere to the Airport's security policies and regulations.
3. Safety/Security Plan – A CSSP, including a Tool Control Plan for work in the Sterile Area, is required for all construction activities. Tenant's contractor must implment their own CSSP that meets local, state and federal requirements.
4. CCTV Video recorded through cameras installed by Tenant (for Tenant use) must be made available to the Airport upon request, including outside of normal business hours.
5. *Door Locks*
    a. *The Airport shall have access to any area at all times. Any locks used either temporarily or permanently must be able to be unlocked by the Airport and the Airport shall have access to any area.*
    b. *The type of lock used to secure the space shall be coordinated with the Airport.*

## Project Coordination

1. Tenant and Tenant's contractor shall be responsible for protecting the Airport facility. Tenant's contractor shall repair any damage caused to the Airport facility.
2. All noisy, dusty or work that will cause interruption to the operation of the Airport should be performed during late night and early morning hours subject to the Airport's approval. Construction noise shall not interfere with airline gate announcements.
3. The Airport and/or its representatives may perform inspections of the unit periodically to assure compliance with approved plans and specifications.
4. Tenant and its contractor are responsible for scheduling all inspections required by the AHJ.
5. Construction activities must be conducted in a manner that does not interfere with normal operations of the facility.
6. While under construction the unit must be temporarily enclosed. The enclosure and accessways must be reviewed and approved by the Airport to ensure access and all services to the Airport can be maintained at all times. Circulation corridors and required exits must remain open and unencumbered.
7. Tenant and its contractor shall schedule and coordinate work to minimize the required interruptions. The Tenant and its contractor must notify the Airport in writing at least ten working days prior to each intended interruption, indicating the estimated duration of the interruption
8. Tenant and its contractor must coordinate with the Airport and/or its representatives for all temporary signage, utility shutdowns and work hour notifications to all stakeholders.

## Construction Procedures

1. The following provisions, with respect to construction procedures, shall be followed by all the Tenant and its contractor(s):
    a. No uncontrolled equipment, material, or tools are permitted in the Common Area.
    b. No dust shall be tracked into the Common Area. The contractor must provide means of cleaning dust from employee's shoes.
    c. All equipment, material, tools, or merchandise must be brought through the nearest service entrance. Except to-or-from the nearest service entrance to the Unit, construction traffic is not permitted in the Common Area unless approved by the Airport.
    d. Passenger elevators and the escalators shall not be used to transport equipment, materials, or tools.
    e. Any material transported through the Common Area must be moved on pneumatic rubber tire trucks, using adequate parking, protective cloths, etc., to safeguard existing floors.
    f. Storage of equipment or materials shall be confined to the unit or other locations designated and approved by the Airport. Stored materials shall not exceed the loading capacity of the floor. Storage in service corridors, truck docks, vacant spaces, or other areas is not permitted at any time. Failure to comply will result in removal of all materials with the Tenant bearing responsibility for any costs incurred.
    g. Smoking is not permitted anywhere in the Airport, including the unit under construction. Designated outdoor smoking areas are the only acceptable location for smoking.
    h. The Tenant's contractor shall take all necessary safety precautions to protect workers, the general public, and private and public property and comply with all requirements of the Occupation Safety and Health Act (OSHA).
    i. The Airport may require certain work activities to be performed during late night, early, or non-peak hours. These activities may include:
        - Major service disruptions.
        - Jack-hammering, roto-hammering, core-drilling or other noisy operations.
        - Work requiring blocking of public entrances.
        - All other work that would prevent continuous operation of the Airport.

- Hauling of demolished material.
- Erecting and removing construction partitions.
- Delivery of large or bulky materials.

j. Periodically the Airport may put in place no work periods for certain work activities, times, durations, and locations. Tenant will be notified in advance as to no work periods; it is Tenant's responsibility to inform its contractor. The Airport reserves the right to stop work for any emergency reason deemed fit by the Airport.

k. The Tenant and its contractor must make arrangements for temporary utility connections as directed by the Airport and pay the cost of the connections and removal, and all utility charges incurred by the work.

l. Asbestos containing materials (ACMs) and presumed asbestos-containing materials (PACMs) may be present in some areas. Tenant must request and will be notified of the presence or presumed presence of ACMs in the Unit. Tenant shall comply with all federal regulations that apply to the handling of ACMs and PACMs.

m. Tenant's contractor shall comply with applicable portions of Federal Regulation 29 CFR S 1910.146 and any state regulations regarding employee entrance into confined spaces on within Assigned Space.

n. Tenant shall install a dustproof, solid construction barricade to separate the unit from the Common Area. All barricades must extend to the ceiling and be located a maximum of 1'-0" beyond the Lease Line, unless otherwise shown on Airport-approved construction plans. Construction shall be with metal studs 16" on center and 1/2" gypsum board painted with primer and two finish coats. Barricade shall include durable enlarged graphic of the approved storefront perspective or other graphic (e.g., "Coming Soon") providing full coverage of construction walls (proposed graphic and size to be submitted for approval). Construction barricade wall shall not block or hinder any existing Airport Life Safety devices, HVAC, lighting, Fire Alarm System heads/alarms, etc. Construction barricade shall be kept in very good condition throughout construction.

o. A clear plastic liner must be installed on the inside of the construction barricade to prevent dust migration to the Common Area or adjacent spaces. Adequate protection of the Common Area floors enclosed by construction barricades must be provided. All construction barricades must be without opening or passage to the Common Area unless the unit has no back door. In this case, two 3'-0" x 6'-8" hollow core wood doors, swinging in, should be installed with a frame, closure device, and lockset. The doors shall be painted to match the construction barricade.

p. Construction barricade may be temporarily removed overnight and re-installed. After final AHJ inspection and Airport approval the construction barricade can be permanently removed.

q. During construction, fixture installation, and merchandise stocking of the unit, Tenant shall provide refuse removal service at areas designated by the Airport. Tenant's contractor shall provide and pay for refuse containers and disposal. It is the responsibility of the Tenant and its contractors to break down and remove all refuse from the Unit on a daily basis.

r. Areas under construction in the Sterile Area will require full-height mall walls enclosing the work zone.

s. Access points to work zones in the Sterile Area (inside the "mall walls") will be required to be secured with Airport approved locksets. A duplicate set of keys shall be given to the airport to allow 24 hour emergency access into the Unit during construction.

t. Access points to work zones in the Sterile Area (inside the "mall walls") must remain secured AT ALL TIMES from the Sterile Area side ("storeroom" function).

u. For work zones in the Sterile Area, tools (and any TSA-prohibited items) when not in use must be locked inside a "job box" or other approved container and the construction site (inside the "mall wall") secured anytime the site is unattended. The Airport and/or its representatives will conduct inspections of work zones to ensure compliance with this requirement.

v. Tenant's contractor and subcontractor personnel (i., construction workers) are expected to obtain Airport-issued badges (e.g., at Tenant / contractor's expense). All personnel holding an airport issued badge will be required to adhere to the badging and security requirements.

w. The Airport-approved CSSP will identify contractor access route(s) to/from the work zone(s) to/from public areas of the Airport. The Airport may restrict contractor's access to doors and/or gates along the approved access route(s).

x. All floor penetrations must be x-rayed or GPR scanned at Tenant's expense before any hole is cut to investigate any impact to existing utilities or structural members. All cutting, patching and core-drilling requires written approval by the Airport before initiating this work. Tenant is responsible for repairing any damage to reinforcing steel, conduit, wiring, piping, etc., resulting from this operation,

i. Floor penetrations in upper level spaces with concrete must be core-drilled. All penetrations must be sleeved and sealed with one pipe permitted per sleeve.

ii. The floor and roof structure vary. Verify all cutting with existing structural drawings.

iii. All upper level floor penetrations shall be completely sealed to prevent permeation of odors or liquids to the space below.

iv. All floor penetrations and patching shall conform to the structural and fire rating requirements; such work shall be paid for by Tenant directly and must be approved by the the Airport and/or AHJ.

v. All roofing installation and/or repair work shall be done at Tenant's expense.

## Project Completion

1. Tenant's design team shall inspect construction and complete a final punch list prior to completion notification to the Airport and/or its designated representatives.
2. After Tenant notifies the Airport that the Unit is completed, the Airport and/or its designated representatices shall perform a final inspection of the Unit.
3. Tenant shall provide record drawings for all disciplines based on contractors "as-built-markups." Tenant shall submit in the following format: three sets of record drawings to the Airport after completion of the project. One copy shall be computed aided drafting (CAD) format; one copy shall be a full-size print of as-built drawings sealed by a Washington registrant; and the third copy should be a PDF version of the above. As-built drawings must be submitted to the Airport within three of the Units completion.
4. All Tenant installed improvements located outside the Unit is to be clearly labeled so the Tenant user of the improvement can be identified. This includes but is not limited to the following:
   - Electrical equipment
   - Rooftop mechanical equipment
   - Satellite dishes
   - Plumbing lines

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