

Request for Proposal (RFP) Valet Parking Concession Agreement



Birmingham Airport Authority
Date: March 20, 2025

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Invitation to Submit Proposals

Sealed proposals shall be received at the Administrative Offices of the Birmingham Airport Authority (the “Authority”), located at 5900 Messer Airport Highway, Birmingham, AL 35212, until and not later than 2:00 p.m., local time, on April 30, 2025, for the following:

VALET CONCESSION AGREEMENT AT BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

The Authority is inviting proposals from qualified, responsible and financially sound proposers (“Proposers”) with a national or regional banking affiliation for the non-exclusive right and privilege, with certain exceptions, to operate a Valet Parking Concession at the Birmingham-Shuttlesworth International Airport (the “Airport” or “BHM”) all for a term of five (5) years, all as set forth in the Proposal Documents referred to below.

The Proposal Documents may be obtained by emailing a request to eseoane@flybhm.com or at the Authority’s website at <https://www.flybirmingham.com/request-for-bid/>.

The Authority reserves the right, to the extent the Authority deems necessary or desirable in its sole judgment, to waive any informality or irregularity in any Proposal, to negotiate for the modification of any Proposal, to accept that Proposal which, in the Authority’s sole judgment, is deemed the most desirable and advantageous to the Authority even if such Proposal does not offer the highest monetary return to the Authority, to reject any and all Proposals, or to re-advertise for Proposals.

The Authority will conduct a non-mandatory Pre-Proposal Conference beginning at 2 PM local time, on April 16, 2025, for the purpose of reviewing the Proposal Documents, entertaining questions from potential Proposers and viewing the Premises. The Pre-Proposal Conference will be held at the Administrative Offices of the Authority, 5900 Messer Airport Highway, Birmingham, AL 35212. All prospective Proposers are invited and encouraged to attend this conference.

All prospective Proposers are requested to contact Ed Seone, Vice President of Purchasing, with all oral questions and/or requests for information pertaining to the Proposal Documents.

The Authority has a No Contact Policy which prohibits communication or contact by Proposer(s) or its representative(s) directed at members of the Authority’s Board, its employees, its consultants, or its other representatives concerning the subject of the Proposal Documents except as permitted by the Proposal Documents.

I. Introduction

The Birmingham-Shuttlesworth International Airport (the “Airport” or “BHM”) is a small-hub Airport managed and operated by the Birmingham Airport Authority (the

“Authority”). Located in Jefferson County, Alabama, BHM serving the greater Birmingham area and surrounding Southeastern cities. BHM presently ranks in the country’s top 100 airports for passengers served annually and is served by five airlines offering 22 nonstop destinations to 19 cities. While passenger volume exhibits peaks and valleys throughout the year, it is relatively constant. Over 90% of passengers either begin or end their journey at BHM and are therefore potential parking customers.

The Airport currently offers approximately 5,597 public parking spaces located in three (3) facilities known as the Parking Garage, Economy Parking Complex, and Overflow Lots (“Airport Parking Facilities”). The Airport offers a series of products consisting of daily, hourly, economy and valet parking for the public within the Airport Parking Facilities. In addition to public parking, the Airport allocates the first level of the Parking Garage to rental car ready/return operations. Parking and Valet are major revenue drivers for the Airport, consisting of more than 30% of annual Airport revenues.

Parking Product	Current Parking Spaces Available	Current Rates	Current Details
Daily Parking	4,425	\$12/day \$1/hour up to the daily max	Located on the levels 2, 3, 4, 5, 6, and 7 of the Parking Garage
Hourly Parking	253	\$24/day, \$1/hour up to hourly max	Located in a portion of level 3 of the Parking Garage
Economy Parking	919	\$10/day, \$1/hour up to the daily max.	Located in an area adjacent to the Parking Garage. Economy Parking is a shuttle parking lot.
Overflow Parking	380	\$10 one-time fee	Located adjacent to economy lot, only open during capacity constraints
Valet Storage	315 <u>current</u> spaces	\$19.95/day \$14.95 for a partial day (up to 4 hours), plus \$1 for each additional hour up to the daily max.	Curbside valet service located on the upper level. Vehicle storage located in a portion of Parking Garage level 3.

The Valet Staging Area on the upper-level terminal curb is equipped with a 72 square foot office with a 25 square foot outdoor kiosk. The current valet operator utilizes 315 parking spaces for valet storage located at a portion of level 3 of the Parking Garage and does not

offer any additional services. The Proposer will utilize the existing Valet Staging Area as well as an area located adjacent to the Economy Parking Complex for valet storage. These areas are identified on Exhibit A of this RFP.

II. RFP Timeline

The time for all submittals is 2:00 P.M. Central Time on each respective date.

RFP Issued	Mar 20, 2025
Pre-Proposal Conference	April 16, 2025
Deadline for Submission of Questions	April 22, 2025
Deadline for Responses of Questions	April 25, 2025
Deadline for Proposal Submission	April 30, 2025
Recommendations / Agreement Approval Date	June 10, 2025

III. Proposal Opportunity

A. **Concession Opportunity**

The Authority is requesting proposals from qualified, responsible and financially sound Proposers to operate, a valet concession at the Airport. The Proposer shall provide valet services for the public parking operations at the Airport in accordance with the requirements of this RFP and the Valet Concession Agreement. The Authority shall make available a Valet Staging Area, an Office and Kiosk and a Valet Storage Area. These areas are collectively referred to as the Premises. Proposers will be responsible for the operation and maintenance of certain areas of the Premises.

Exhibit A includes the locations available for the opportunity. **Exhibit B** includes historical valet sales and transactions generated at the Airport and Airport passenger statistics. **Exhibit C** includes the proposal forms for the proposal submission. **Exhibit D** includes the minimum concession standards in which the proposal must contain and **Exhibit E** includes the Exemplar Concession Agreement. The Exemplar Concession Agreement is subject to change at the sole discretion of the Authority after the RFP process is complete and a Proposer is selected. The terms and conditions of this opportunity are governed by the executed Concession Agreement between the Authority and the Proposers.

B. **Agreement Term**

The term of this Agreement shall be five (5) years. There are no options to extend or to renew.

C. **Locations**

The Premises made available for this opportunity are listed below. Locations may change at the discretion of the Authority during the term of the Agreement. See **Exhibit A** for maps depicting the Premises.

- (i) Valet Staging Area
 - a. Upper-Level South Departures
- (ii) Office and Kiosk
 - a. Upper-Level South Departures
- (iii) Valet Storage Area
 - a. Adjacent to cellphone lot

D. Concession Standards

- (i) The Concession Standards are identified and attached hereto **in Exhibit D Concession Standards**

E. Concession Fee and Payment Provisions

The successful Proposers shall pay to the Authority a Privilege Fee to operate the valet concession that is based on the greater of a Concession Fee or the Minimum Annual Guaranteed as described below.

- (i) Concession Fee - The successful Proposers must propose as a Concession Fee a percentage of Gross Receipts for valet parking as well as any additional services that Proposer proposes to offer. For the first Agreement year, Concessionaire shall pay only the Concession Fee.
- (ii) Minimum Annual Guarantee - Beginning in the second Agreement year and continuing for the Term, the MAG shall be eighty five percent 85% of Concessionaire's actual payment to the Authority for the previous agreement year. The MAG for any Agreement year shall not be less than the MAG for the second agreement year. For any period of less than one (1) calendar month that this Agreement shall be in effect, the MAG shall be calculated on a pro rata basis.
- (iii) Payment - Payments of one-twelfth (1/12) of the MAG shall be due on the first of every month of the term without demand, offset or invoice. Concession Fee shall be due in advance without demand, offset or invoice on the tenth (10th) day of each and every month during the term of this Agreement for the previous month.
- (iv) Security Deposit – Security Deposit in the amount of three months of proposed payments to the Authority or \$10,000 whichever is greater. The Security Deposit is subject to annual adjustment to match the current three months of payments to the Authority.
- (v) Monthly Reports – A report detailing transactions and operational activity for the concession and the payment of all Concession Fees are due on the 10th day of every month.

F. Minimum Experience

Proposers must meet the following minimum qualifications to be considered for this concession opportunity.

- (i) Five (5) years' recent experience operating a valet parking service at an airport, shopping mall or other similar location with a high volume of customer traffic with at least two (2) years continuous experience during the past five (5) years in the operation and management of a valet parking service. The same is required for any additional services proposed.
- (ii) Proposers must meet or exceed the stipulated Concession Fee requirements of this RFP and the Exemplar Concession Agreement.
- (iii) Proposers must accept all substantial terms and conditions of the Exemplar Concession Agreement attached to this RFP. Acceptance must be indicated on the form included in this RFP. Exceptions to the Exemplar Concession Agreement may be taken subject to later negotiation in accordance with Section VII(C).

IV. General Conditions

- A. **Terms and Conditions:** Proposer agrees to abide by all the terms and conditions contained in this RFP and the Concession Agreement. Any exceptions to the requirements of this RFP, or the BAA's terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Proposer acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- B. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (the "Authority") Department of Purchasing at eseoane@flybhm.com to be considered. The Proposer shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. The Authority reserves the right to reject the proposal of any Proposer violating this provision.
- C. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the Authority to reject any RFP submittal in this solicitation document.
- D. **Errors:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Proposers are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. Wherever Proposer has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. Failure to comply with this provision may result in rejection of Proposer's submittal. All documents submitted must be legible.

- E. **Changes/Modifications:** No changes or modifications shall be made to any Authority forms without the approval of the Authority. If changes or modifications are made without the approval of the Authority, the proposal submitted by Proposers may be rejected.
- F. **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the Agreement with the Authority and in submitting a proposal.
- G. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- H. **Reimbursement:** The Authority will not reimburse the Proposer for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- I. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in reference to this document submitted by Proposers shall become the property of the Authority when received. Once an award is made, all excess copies at the Proposer's request may be destroyed.
- J. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon the Authority, nor does it create any contractual or quasi-contractual relationship between the Authority and any Proposers. The Authority reserves the right to reject or disregard any or all proposals, to negotiate with any or all Proposers, and/or to enter a contract or contracts with any Proposers or Proposers for any or all of the services described herein. The Authority is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
- K. **Badging Requirements and Fees; Other Expenses:** In order to perform services on-site in secured areas of the Authority's facilities, Proposer personnel are required to undergo a background check and obtain an Authority badge allowing them access to such areas. On completion of the Agreement Term, Company personnel are required to turn their badges into the Authority's security department. Failure to return a badge on completion of the Agreement Term will result in a fine in the amount of \$500. The Proposer is responsible for paying all badging fees and all fines for badges not returned after the services are completed. In connection with the provisions of the Concession Agreement, Proposer may incur expenses to the Authority or the Authority may be charged for expenses of Proposer. Proposer will pay or reimburse the Authority for such expenses within thirty (30) days after the date of the invoice. If the Authority owes Proposer any fees on completion of the Services and any badging fees, fines or other expenses owed by Proposer are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Proposer. If there are no fees

then due to Proposer, the Authority will invoice and Proposer will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice.

V. **Special Conditions**

A. **ACDBE/SBE Program:**

The Authority is committed to fostering opportunities for Airport Concession Disadvantaged Business Enterprise and Small Business Enterprises (SBEs) through its updated Small Business Element, aligned with the Airport Concession Disadvantaged Business Enterprise (ACDBE) program under 49 CFR Part 23. For this RFP, while the ACDBE participation goal has been adjusted due to limited availability in the market area, bidders are strongly encouraged to engage SBEs as part of their proposals.

The ACDBE participation goal is **9%**. An SBE is defined as a firm that:

- (i) Meets the Size Standards: Gross revenues or number of employees averaged over the past five years fall within the thresholds established by Small Business Administration (SBA) for its respective industry.
- (ii) Is Independently owned and operated: The business is organized for profit and is not dominant in its field.
- (iii) Meets Personal Net Worth Standards: Each Owner's personal net worth, including their spouses' if married, does not exceed the current cap of \$2.047 million as set forth by 49 CFR Part 23.
- (iv) Participation by SBEs, regardless of ownership demographics, will be recognized and tracked separately from ACDBE participation.

B. **Race-Neutral Measures**

The Birmingham Airport Authority is committed to promoting race-neutral participation in addition to race-conscious ACDBE goals. Proposers are encouraged to:

- (i) Conduct outreach and engagement with small businesses, including those not certified as ACDBEs.
- (ii) Provide training and mentoring programs to help small businesses compete for opportunities.
- (iii) Partner with resource organizations to expand opportunities for small businesses in the concessions industry.
- (iv) Facilitate networking events to connect potential subcontractors with prime Proposers.

These measures aim to increase overall small business participation and create a pipeline of future ACDBE firms.

C. Good Faith Efforts Requirement

If a proposer cannot meet the stated ACDBE participation goal, they must demonstrate good faith efforts to achieve the goal by providing documentation of their actions, including but not limited to:

- (i) Outreach: Evidence of efforts to identify and solicit proposals from ACDBEs, including copies of advertisements, announcements, and direct communications.
- (ii) Negotiations: Documentation of negotiations with ACDBEs, including the names, addresses, and responses of the firms contacted.
- (iii) Follow-Up: Records of follow-up communications to ACDBEs to encourage their participation.
- (iv) Assistance Provided: Evidence of assistance offered to ACDBEs in obtaining bonding, lines of credit, or insurance.
- (v) Substitution Requests: If ACDBEs were contacted but not selected, include reasons for the selection of other subcontractors.

The Authority will evaluate good faith efforts based on Appendix A of 49 CFR Part 26. Failure to meet the goal or demonstrate good faith efforts may result in proposal rejection.

D. ACDBE Monitoring and Reporting

ACDBE Monitoring and Reporting Requirements

The successful proposer must submit the following to the Birmingham Airport Authority during the contract term:

- (i) Quarterly Participation Reports: Detailed reports identifying all payments made to ACDBE firms, the scope of work performed, and the percentage of the ACDBE goal achieved to date.
- (ii) Performance Verification: Evidence demonstrating that ACDBEs are performing a commercially useful function, including on-site verification, invoices, and job assignments.
- (iii) Annual Compliance Report: A summary of annual gross receipts, payments to ACDBEs, and any changes to the joint venture or subcontract agreements.

Failure to submit required reports or comply with monitoring requirements may result in contract termination or penalties.

E. Termination and Substitution of ACDBEs

Termination or Substitution of ACDBE Firms

The proposer may not terminate or replace an ACDBE firm listed in their proposal without the prior written consent of the Birmingham Airport Authority:

- (i) If an ACDBE is terminated, the proposer must demonstrate good cause and provide evidence of efforts to substitute with another ACDBE to meet the goal.
- (ii) Good cause includes circumstances such as the ACDBE's failure to execute a contract, inability to meet performance deadlines, or withdrawal from the project.
- (iii) The proposer must notify the Authority immediately if an ACDBE is terminated and submit documentation of good faith efforts to replace the ACDBE.

Failure to comply with this requirement may result in penalties, including suspension or termination of the contract.

F. Nondiscrimination:

By submitting a proposal to this RFP, Proposer certifies that they will fully comply with all Federal, State of Alabama, and local laws pertaining to nondiscrimination, and certifies that they will not discriminate against or grant preferential treatment to any party on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of Authority contracts or agreements.

In addition, this RFP is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters into and causes those businesses to similarly include the statements in further agreements.

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

G. Indemnification: Proposers undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent

performance of the professional services under the contract on the part of the Proposers , or any of the Proposers 's subcontractors, employees, or anyone for whom the Proposers has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO COMPANY BY THE BAA.

- H. **Changes and Alterations:** The Authority reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during the Project. The Proposers shall not claim forfeiture of contract by reasons of such changes by the Authority representative. If such changes increase or decrease the amount of the work or materials, the Proposers will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Proposers must be submitted in writing and must be approved by the designated Authority Representative.
- I. **Cure and Cover Clause:** If a successful Proposer defaults under this RFP and/or contract, or breaches any of its terms, covenants, or conditions, Authority may (in addition to any other contractual, legal, or equitable remedies available) take any of the following actions after providing ten (10) days' written notice to the Proposer to correct or cure such default, failure, or breach: Declare this this RFP and/or contract terminated, effective upon written notice to said Proposer, and proceed to recover from the Proposer all costs and expenses, including reasonable attorneys' fees, arising under, relating to, or incurred in connection with this RFP and/or contract. In the event of termination, all fees, charges, and any other sums owed to the Authority shall immediately become due and payable.
- J. **The Authority Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of the Authority; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Proposers or purchase any goods and/or services resulting from this request; and (g) to reject any Proposers who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Proposers whom investigation shows Proposers is not in a position to perform the Project and/or service as specified in this RFP.
- K. **Basis of Award:** The proposal is subject to be awarded to the most responsive and responsible Proposers whose proposal is evaluated to be the most advantageous to the Authority considering a multitude of factors as described in Section VIII. The award can be made to one or multiple Proposers, whichever is in the best interest of the Authority.
- L. **Insurance:** The selected Proposers shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified in the executed Agreement attached hereto and

made a part hereof.

VI. Submittal Requirements

A. **Proposal Submission**

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below.

E-mail: eseoane@flybhm.com
Address: Purchasing Department
Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

Deliveries can also be made in-person to the Authority Office located on the ground level of the Terminal Building (at the above address).

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at eseoane@flybhm.com by the deadline identified for questions/clarifications.

By submission of a proposal, Proposer agrees that its proposal is valid for one hundred eighty (180) days from the submission deadline.

B. **Proposal Format**

Proposer's Proposals shall be no longer than fifty (50) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11". Labeled tabs must be provided for each section. Proposal sections must follow the order described in Section VII.C of this RFP.

C. **Submittal Sections**

Each section as described below must have the corresponding Proposal Form as depicted in **Exhibit C – Proposal Forms** attached as a cover sheet at the beginning of each section of the Proposal.

Section 1 - Cover Letter (PF-1)

Proposer shall submit a one-or two-page cover letter to identify Proposer and summarize Proposer's minimum qualifications. The proposal should include a brief statement of experience and any other general information which the Proposer desires to include as an introduction to the Proposal.

Section 2 - Company Background and Management Experience (PF-2)

Include a brief history of the Proposer and a general description of services provided. Note any changes in the company name and ownership structure over the last five (5) years. Describe current operations as they exist today.

Section 3 - Proposed Products and Services (PF-3)

Describe the overall program and how it would be implemented. Include a list of proposed services and fees to be charged. Included in Section 3 should be the proposed product and pricing strategy, and concession fee.

Section 4 - Financial Projections (PF-4)

Proposer shall submit financial projections clearly showing the anticipated gross sales and number of transactions forecasted at the Airport for each service provided. These projections should be in sufficient detail to show that the projected revenue without sacrificing the quality or service of the operation can support the Concession Fee proposed.

Section 5 - Financial Background (PF-5)

Proposers shall submit historical financial information for the proposed entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer. Submissions must include at minimum audited balance sheets and income statements for the last three (3) complete fiscal years.

Section 6 - Management and Operations Plan (PF-6)

Proposers shall submit sufficient information to allow the Authority to evaluate Proposer's management operating plan. Describe the experience of the management staff that will be assigned to the account. Describe any staff training, restocking, equipment servicing and/or monitoring plans.

Section 7 - Exceptions to the Concession Agreement (PF-7)

Proposer shall include a list of exceptions to the terms of the Exemplar Concession Agreement, if any. All such exceptions shall be clearly stated on a separate page labeled "Exceptions." The only provisions of the Concession Agreement that the Authority will consider negotiating are those specifically identified as Exceptions in the Proposal. Any Exception not noted in the Proposal cannot be raised later. If the Authority and the Proposer cannot negotiate an acceptable Concession Agreement based upon the Exceptions, the Authority reserves the right, in its sole discretion, to reject the Proposal once the Concession Agreement issues cannot be resolved.

Section 8 - Proposal Bond (PF-8)

Each Proposal shall include a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Birmingham Airport Authority in an amount of \$5,000 as a guarantee that 1) Proposer will not withdraw the Proposal, 2) Proposer will execute an Agreement with the Authority in substantially the form included herein subject to exceptions clearly noted in writing, and 3) the required insurance certificate will be delivered to the Authority in accordance with the Agreement. If, prior to acceptance, the Proposal is withdrawn, except as provided herein, or if the Proposer fails to execute said final concession agreement and provide said insurance certificate within ten (10) days after the receipt of notice that the Proposal has been accepted, the Proposer shall be liable to the Authority in the amount of its Proposal Bond as liquidated damages.

The Authority will select a Proposal and then will promptly begin any required negotiations with the Proposer. If the Authority and the selected Proposer cannot reach agreement within thirty (30) days, or some longer period of time reasonably determined by the Authority, the Authority will then select another Proposer and begin to negotiate with that Proposer. Therefore, all Proposals shall be deemed to remain in effect and subject to selection by the Authority until an Agreement is actually signed, or one hundred eighty (180) calendar days after the Deadline for Proposal submission (“Proposal Expiration Date”), whichever shall occur first. Until the Proposal Expiration Date, Proposer agrees that the submitted Proposal shall remain in effect, as written and subject to selection by the Authority, and that the Proposal Bond will also remain in effect. The Authority shall have the right, in its sole discretion, to extend the time for delivery of the Agreement.

The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of Alabama and rated as at least an A or A+. The original Proposal Bond shall be attached in the original proposal submittal. A copy of the Proposal Bond shall be attached in each copy of the proposal submittal.

Section 9 – Lawsuits (PF-9)

Any lawsuits in which Proposer, its parent company or any of its owners and/or partners have been a party to at any other location either as a defendant, plaintiff, or other named party, and the final disposition of the lawsuit.

Section 10 – ACDBE Participation (PF-10)

Describe Proposer’s efforts to satisfy the ACDBE goal for this solicitation. Note the status of all qualified ACDBE firms and any firms who may be seeking ACDBE status at the time of submission of the proposal.

VII. Selection Process

A. Selection Criteria

Selection criteria include, but are not necessarily limited to, the following criteria.

- (i) Responsiveness - Responsiveness of the proposal to the Submittal Requirements in this solicitation.
- (ii) Depth of Experience – Depth and breadth of experience of the Proposer, and any proposed comparable accounts.
- (iii) Satisfaction - Level of satisfaction expressed by other clients with the proposed personnel and the Proposer.
- (iv) Services Offered - Types, scope and quality of services to be offered.
- (v) Conceptual Plans - Use of space, equipment design and arrangement.
- (vi) Pricing of Services - Reasonableness of prices.
- (vii) Management Plan - Demonstrated ability to manage the concession, and

expected annual gross revenues.

- (viii) Perception & Approach - Perception of and approach to the concession.
- (ix) No Contact - Adherence to the no contact policy instruction included in this solicitation.
- (x) ACDBE Participation - Efforts to include ACDBE's in the response to the Request for Proposals.
- (xi) Financial Capacity - Demonstrated financial capability to operate proposed concession.
- (xii) Such other matters as may be relevant.

Exhibit A Premises Valet Staging Area

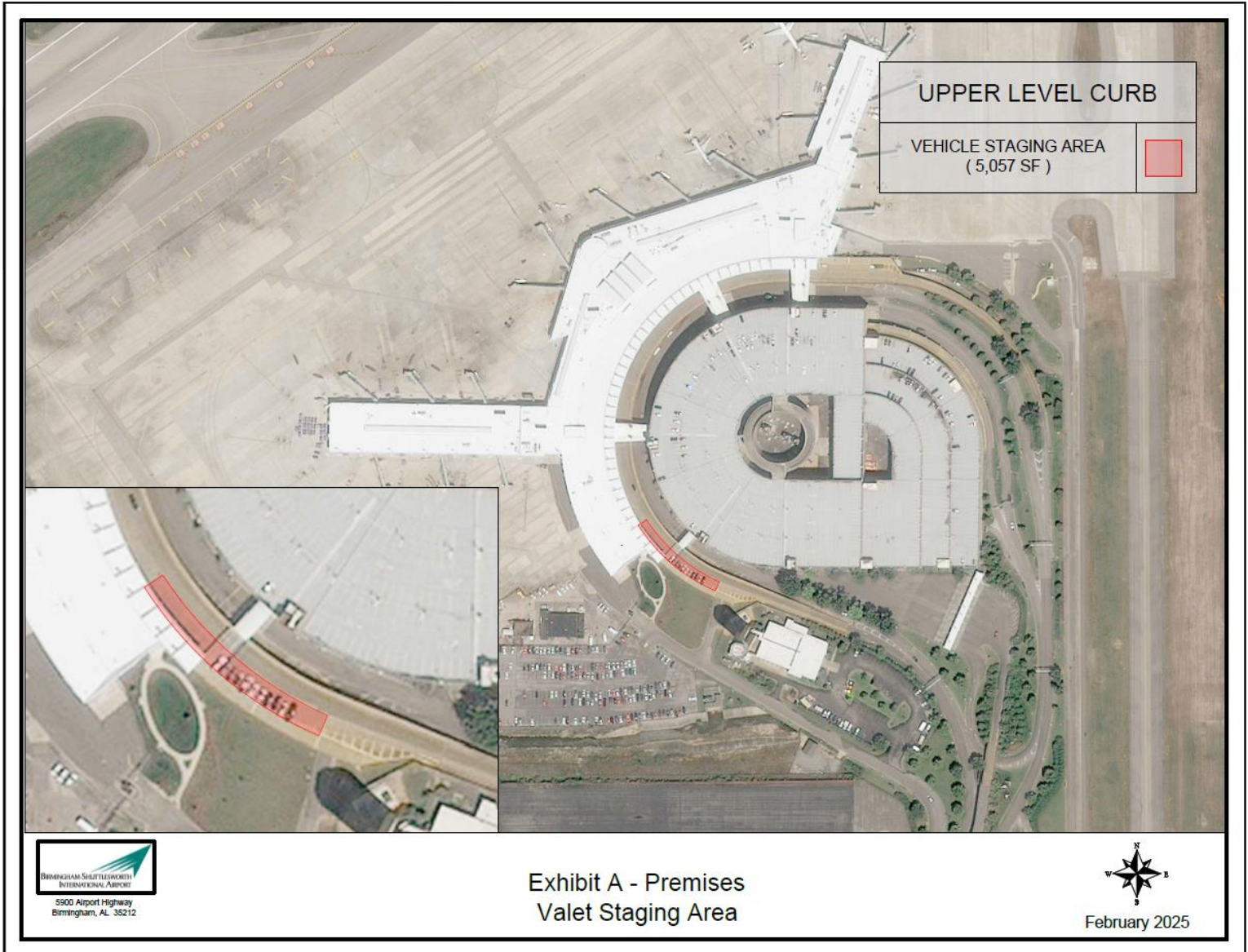


Exhibit A-2 Valet Staging Area Dimensions

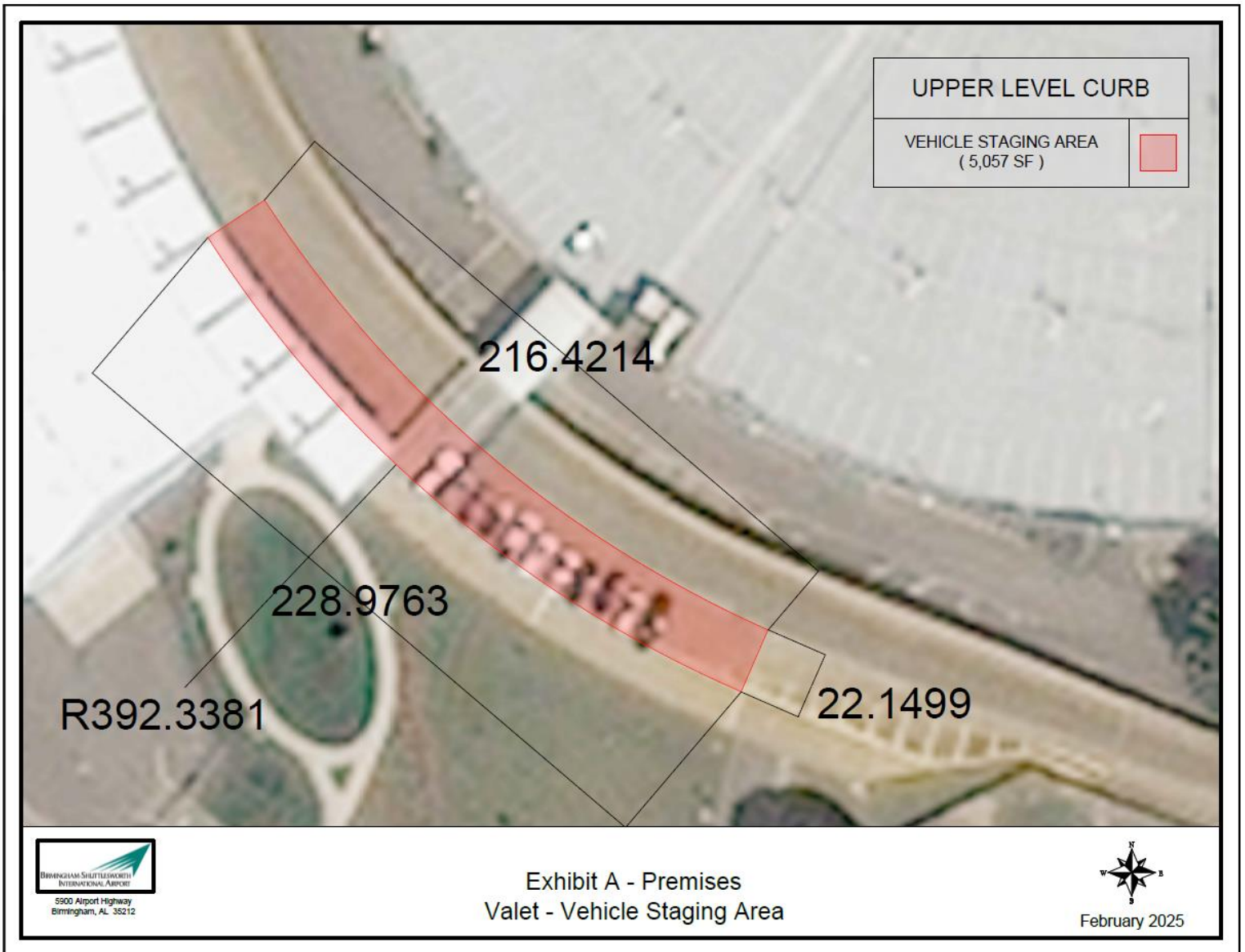


Exhibit A-2 Office and Kiosk

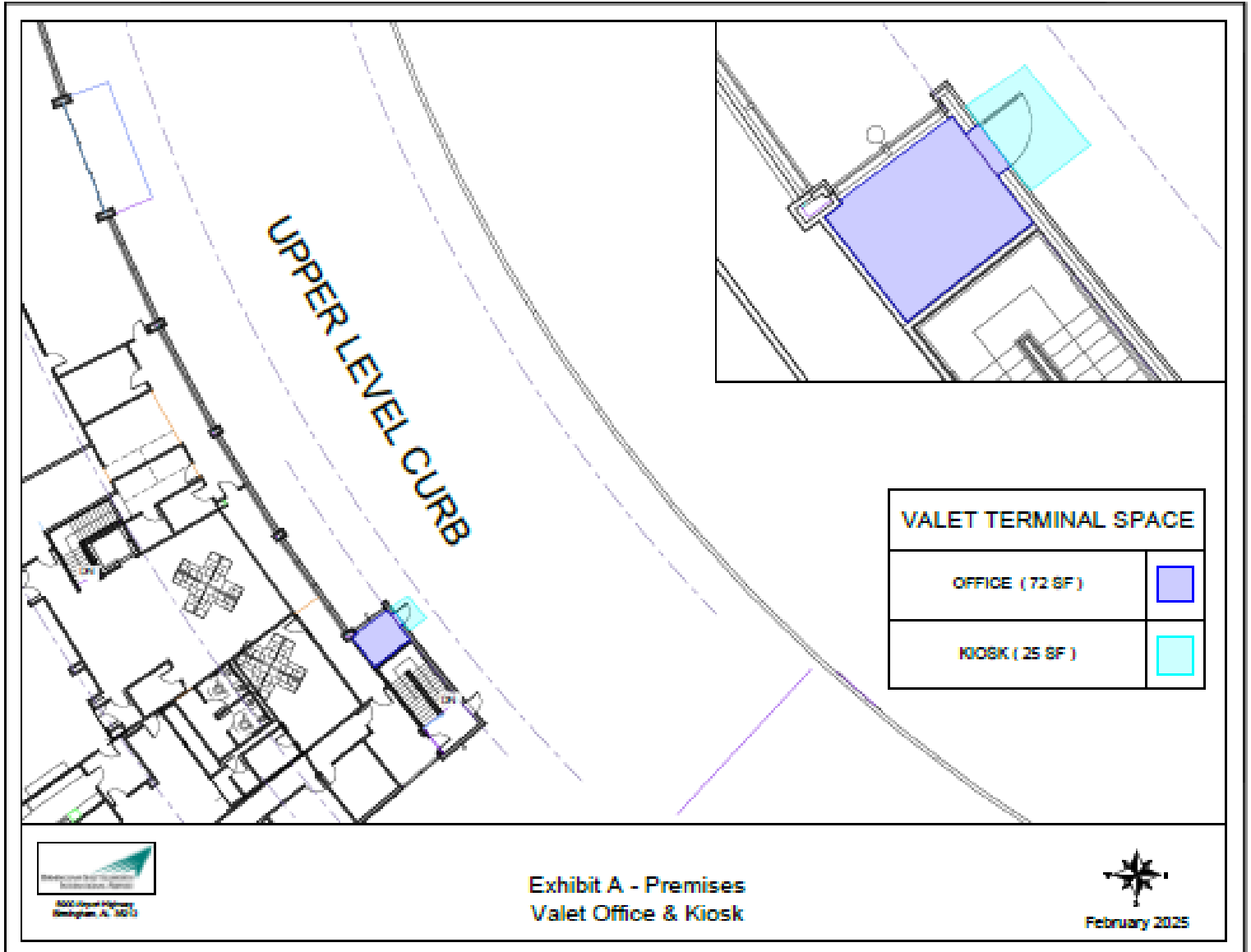


Exhibit A-3 Valet Storage Area



Exhibit B
Statistics
Passenger Statistics

CY2019	Enplaned	Deplaned	Total	% change		
Jan-19	108,999	115,013	224,012	15.76%		
Feb-19	107,449	107,624	215,073	11.71%		
Mar-19	133,132	132,743	265,875	10.69%		
Apr-19	124,172	126,291	250,463	1.29%		
May-19	144,144	136,286	280,430	2.22%		
Jun-19	138,170	138,004	276,174	1.87%		
Jul-19	136,164	140,322	276,486	3.00%		
Aug-19	127,629	127,734	255,363	1.70%		
Sep-19	123,161	123,091	246,252	2.90%		
Oct-19	141,448	140,590	282,038	1.98%		
Nov-19	130,575	131,171	261,746	-3.12%	3.96%	Deplaned PAX % change 2019 - 2018
Dec-19	130,265	126,427	256,692	3.24%	3.94%	Enplaned PAX % change 2019 - 2018
TOTAL	1,545,308	1,545,296	3,090,604	3.95%	3.95%	Total PAX % change 2019 - 2018

CY2020	Enplaned	Deplaned	Total	% change		
Jan-20	106,233	110,895	217,128	-3.07%		
Feb-20	109,094	110,645	219,739	2.17%		
Mar-20	62,040	61,519	123,559	-53.53%		
Apr-20	6,288	5,615	11,903	-95.25%		
May-20	16,900	17,119	34,019	-87.87%		
Jun-20	29,568	29,133	58,701	-78.74%		
Jul-20	40,685	41,250	81,935	-70.37%		
Aug-20	47,530	47,619	95,149	-62.74%		
Sep-20	47,744	47,173	94,917	-61.46%		
Oct-20	56,840	57,854	114,694	-59.33%		
Nov-20	57,708	56,021	113,729	-56.55%	-58.66%	Deplaned PAX % change 2020 - 2019
Dec-20	57,987	54,034	112,021	-56.36%	-58.67%	Enplaned PAX % change 2020 - 2019
TOTAL	638,617	638,877	1,277,494	-58.67%	-58.67%	Total PAX % change 2020 - 2019

CY2021	Enplaned	Deplaned	Total	% change		
Jan-21	45,390	50,388	95,778	-55.89%		
Feb-21	44,271	44,121	88,392	-59.77%		
Mar-21	69,598	70,367	139,965	13.28%		
Apr-21	74,923	77,137	152,060	1177.49%		
May-21	97,620	93,280	190,900	461.16%		
Jun-21	106,860	106,651	213,511	263.73%		
Jul-21	113,872	115,595	229,467	180.06%		
Aug-21	98,244	100,746	198,990	109.14%		
Sep-21	101,030	101,725	202,755	113.61%		
Oct-21	117,399	116,328	233,727	103.78%		
Nov-21	115,738	117,800	233,538	105.35%	71.92%	Deplaned PAX % change 2021 - 2020
Dec-21	110,272	104,249	214,521	91.50%	71.50%	Enplaned PAX % change 2021 - 2020
TOTAL	1,095,217	1,098,387	2,193,604	71.71%	71.71%	Total PAX % change 2021 - 2020

CY2022	Enplaned	Deplaned	Total	% change		
Jan-22	83,500	86,688	170,188	77.69%		
Feb-22	59,641	119,458	179,099	102.62%		
Mar-22	114,936	112,254	227,190	62.32%		
Apr-22	107,435	110,541	217,976	43.35%		
May-22	120,729	116,481	237,210	24.26%		
Jun-22	116,500	116,529	233,029	9.14%		
Jul-22	120,673	124,409	245,082	6.80%		
Aug-22	112,554	114,423	226,977	14.06%		
Sep-22	120,529	111,101	231,630	14.24%		
Oct-22	127,984	129,318	257,302	10.09%		
Nov-22	120,160	119,730	239,890	2.72%	24.60%	Deplaned PAX % change 2022 - 2021
Dec-22	109,315	107,669	216,984	1.15%	19.97%	Enplaned PAX % change 2022 - 2021
TOTAL	1,313,956	1,368,601	2,682,557	22.29%	22.29%	Total PAX % change 2022 - 2021

CY2023	Enplaned	Deplaned	Total	% change		
Jan-23	97,854	101,258	199,112	17.00%		
Feb-23	100,486	101,097	201,583	12.55%		
Mar-23	127,335	126,080	253,415	11.54%		
Apr-23	121,550	107,435	228,985	5.05%		
May-23	138,317	120,729	259,046	9.21%		
Jun-23	136,979	116,500	253,479	8.78%		
Jul-23	135,840	141,668	277,508	13.23%		
Aug-23	124,666	128,391	253,057	11.49%		
Sep-23	130,874	131,481	262,355	13.26%		
Oct-23	143,338	146,447	289,785	12.62%		
Nov-23	135,899	135,237	271,136	13.03%	8.12%	Deplaned PAX % change 2023 - 2022
Dec-23	130,658	123,379	254,037	17.08%	15.97%	Enplaned PAX % change 2023 - 2022
TOTAL	1,523,796	1,479,702	3,003,498	11.96%	11.96%	Total PAX % change 2023 - 2022

CY2024	Enplaned	Deplaned	Total	% change		
Jan-24	101,900	109,643	211,543	6.24%		
Feb-24	110,627	112,448	223,075	10.66%		
Mar-24	132,058	133,391	265,449	4.75%		
Apr-24	134,397	134,969	269,366	17.63%		
May-24	151,105	138,317	289,422	11.73%		
Jun-24	146,144	148,871	295,015	16.39%		
Jul-24	140,361	144,461	284,822	2.64%		
Aug-24	130,606	133,551	264,157	4.39%		
Sep-24	135,049	134,812	269,861	2.86%		
Oct-24	151,677	151,343	303,020	4.57%		
Nov-24	137,705	141,117	278,822	2.83%	9.38%	Deplaned PAX % change 20234 - 2023
Dec-24	145,463	135,545	281,008	10.62%	6.12%	Enplaned PAX % change 2024 - 2023
TOTAL	1,617,092	1,618,468	3,235,560	7.73%	7.73%	Total PAX % change 2024 - 2023

Valet Statistics

2019

Month	Sales	Transactions
Jan	\$186,694	2,980
Feb	\$182,319	3,011
Mar	\$206,209	3,218
Apr	\$188,125	3,247
May	\$211,428	3,640
Jun	\$214,975	3,406
Jul	\$207,337	3,189
Aug	\$195,408	3,350
Sep	\$203,928	3,458
Oct	\$225,960	3,942
Nov	\$184,439	3,140
Dec	\$189,168	3,037
	\$2,395,991	39,618

2020

Operations suspended due to COVID-19
Pandemic April 2020-September 2021

Month	Sales	Transactions
Jan	\$214,289	3,379
Feb	\$222,577	3,691
Mar	\$111,532	1,768
Apr	\$368	1
May	\$1,002	2
Jun	\$764	1
Jul	\$815	2
Aug	\$0	-
Sep	\$0	-
Oct	\$0	-
Nov	\$0	-
Dec	\$0	-
	\$551,346	8,844

2021

Operations suspended due to COVID-19 Pandemic April 2020-September 2021

Month	Sales	Transactions
Jan	\$0	-
Feb	\$0	-
Mar	\$0	-
Apr	\$0	-
May	\$0	-
Jun	\$0	-
Jul	\$0	-
Aug	\$0	-
Sep	\$0	-
Oct	\$86,506	1,208
Nov	\$120,960	1,567
Dec	\$105,382	1,412
	\$312,848	4,187

2022

Month	Sales	Transactions
Jan	\$119,159	1,409
Feb	\$131,727	1,700
Mar	\$175,120	2,283
Apr	\$154,019	2,023
May	\$164,392	2,180
Jun	\$167,667	2,159
Jul	\$165,633	1,953
Aug	\$151,304	2,083
Sep	\$173,178	2,357
Oct	\$201,826	2,724
Nov	\$157,586	2,115
Dec	\$153,142	2,017
	\$1,914,754	25,003

2023

Month	Sales	Transactions
Jan	\$ 167,686.12	2,104
Feb	\$ 184,481.79	2,396
Mar	\$ 183,390.63	2,350
Apr	\$ 152,375.84	2,053
May	\$ 178,234.20	2,394
Jun	\$ 192,098.91	2,372
Jul	\$ 188,343.48	2,229
Aug	\$ 159,824.29	2,212
Sep	\$ 174,390.56	2,366
Oct	\$ 197,133.10	2,701
Nov	\$ 178,235.38	2,308
Dec	\$ 164,043.25	2,098
	\$ 2,120,237.55	27,583

2024

Revenue	Sales	Transactions
Jan	\$182,074	2,233
Feb	\$182,524	2,433
Mar	\$211,439	2,606
Apr	\$172,393	2,377
May	\$209,010	2,744
Jun	\$218,061	2,747
Jul	\$216,713	2,508
Aug	\$194,360	2,514
Sep	\$196,147	2,645
Oct	\$203,345	2,756
Nov	\$170,856	2,221
Dec	\$168,623	2,183
	\$2,325,545	29,967

**Exhibit C
Proposal Forms**

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 1 – Cover Letter**

Proposer shall submit a one-or two-page cover letter to identify Proposer and summarize Proposer’s minimum qualifications. The proposal should include a brief statement of experience, a statement of acceptance or exceptions to the Concession Agreement terms, and any other general information which the Proposer desires to include as an introduction to the Proposal.

Enter Proposer Name	Click or tap here to enter text.
---------------------	----------------------------------

PF-1

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 2 – Company Background & Management Experience

Include a brief history of the Proposer and a general description of services provided. Describe current operations as they exist today.

Proposer Name and Address

Provide legal name and address of the Proposer exactly as it should appear in the Agreement. If the Proposer is other than an individual, provide the name and telephone number of an individual who can answer for the Proposer.

Name of Proposer _____
Address _____
Telephone _____
E-mail Address _____

Describe the Organization

1. Corporation Yes No
If yes, attach Articles of Incorporation.
Date of Incorporation _____
State of Incorporation _____
Tax ID Number _____
2. LLC Yes No
If yes, attach Articles of Organization.
Date of Incorporation _____
State of Incorporation _____
Tax ID Number _____
3. Partnership Yes No General Partnership Limited Partnership
If yes, attach Partnership Agreement.
Date of Organization _____
State of Registration _____
Tax ID Number _____
4. Joint Venture Yes No
Date of Organization _____
Previously done business in Alabama? Yes No
If Yes, where? _____

Tax ID Number _____

5. Sole Proprietorship Yes No

6. How long in business? _____

Registered in Alabama? Yes No

Authorized to do business in Alabama? Yes No

Authorized to do business in Jefferson County? Yes No

PF-2

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 3 – Proposed Products and Services**

Describe how the proposed program will be implemented at BHM. Included in Section 3 should be comparable vendors, the proposed layout, a product and pricing strategy, and the proposed airport fees. Describe any unique attributes of the proposed program. The proposer may include drawings or photographs.

PF-3

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 4 – Financial Projections**

Proforma

Please provide proforma income statements for the first three (3) years of operation. Proposer should include all projected income and expenses. The income statement projection period should cover the first three (3) full years of operation. Each of the first three (3) full contract years should be shown separately. Please fill out the Rent Calculation Form provided below.

Rent Stipulation

Proposed Rent/Location

Attachment - Additional Information

Attach any additional fee proposals as necessary to complete the proposal.

PF-4

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 5 – Financial Background

Attachment - Financial Information

Proposers shall submit historical financial information for the proposed entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer. Submissions must include at minimum audited balance sheets and income statements for the last three (3) complete fiscal years.

Additional Information

Please indicate whether the proposing entity and any joint venture or affiliate entities has ever been involved in one of the following actions:

Declared bankruptcy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filed a petition in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filed for protection from creditors in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Had involuntary proceedings filed in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you have answered yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

Credit References

Please list below at least three (3) credit references.

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Landlord References

Please list below at least three (3) credit references.

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment - Additional Financial Information

Attach any additional Financial Information that should be included in this proposal.

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 6 – Management & Operations Plan

Proposer shall submit sufficient information to allow the Authority to evaluate the Management Structure and Operating Program of the proposed package and concepts. Describe the experience of the management staff that will be assigned to the account. Describe any staff training, restocking, equipment servicing and/or monitoring plans.

PF-6

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 7 – Exceptions To The Concession Agreement**

Exceptions

If Proposer has indicated that Proposer does not accept all agreement terms, please attach a list of all Exceptions to the Sample Concession Agreement and propose suggested revisions to the related terms in the following format:

Section
Nature of the Objection
Explanation of Objection
Proposed Revision

PF-7

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 8 – Proposal Bond**

Please provide the security indicated below.

Attachment - Proposal Bond

Please attach either a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Birmingham Airport Authority in an amount of \$5,000. The Proposal surety or cashier's or certified check will be returned to the Proposer upon expiration of one hundred eighty days (180) days after the scheduled closing time for the receipt of Proposals or upon execution of an Agreement with the successful Proposer, whichever occurs earlier.

The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of Alabama and rated as at least an A or A+.

PF-8

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 9 – Lawsuits**

Any lawsuits in which Proposer, its parent company or any of its owners and/or partners have been a party to at any other location either as a defendant, plaintiff, or other named party, and the final disposition of the lawsuit.

Name of Proposer: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Business Phone: _____

Email Address: _____

Date: _____

PF-9

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 10 – ACDBE Participation

Exceptions

Fill out and attach the completed ACDBE form as provided in this RFP.

PF-10



Active Participants list

Please furnish the following subcontracting information for ALL bidders/quoters/proposers. This information must also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Bid/Proposal/Task Number: _____

Bid/Proposal/Task Name: _____

49 CFR Part 23.27 requires the Birmingham Airport Authority to develop and maintain a Bidders List/Participant List. This list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT- assisted projects, including ACDBEs and Non-ACDBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project . Prime contractors and consultants must fill in the information below and should provide any additional information if needed .

Prime Contractor/Consultant

Firm Name _____ Address _____ State & Zip Code _____ Firm Status <input type="checkbox"/> Non-DBE Gender <input type="checkbox"/> DBE <input type="checkbox"/> ACDBE <input type="checkbox"/> Female <input type="checkbox"/> SBE <input type="checkbox"/> MBE/WBE <input type="checkbox"/> Male	Firm's Age _____ Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$3 million <input type="checkbox"/> Between \$3 - \$6 million <input type="checkbox"/> Between \$6 - \$10 million <input type="checkbox"/> Greater than \$10 million	Ethnicity <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Subcontinental Asian America <input type="checkbox"/> Other
--	--	---

Subcontracts/Consultant

Firm Name _____ Address _____ State & Zip Code _____ NACIS Code(s): _____ Work Performed on contract: _____ _____ _____	Firm's Age _____ Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$3 million <input type="checkbox"/> Between \$3 - \$6 million <input type="checkbox"/> Between \$6 - \$10 million <input type="checkbox"/> Greater than \$10 million Firm Status <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> ACDBE <input type="checkbox"/> SBE <input type="checkbox"/> MBE/WBE	Gender / Ethnicity <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Subcontinental Asian America <input type="checkbox"/> Other
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Subcontracts/Consultant

Firm Name _____ Address _____ State & Zip Code _____ NACIS Code(s): _____ Work Performed on contract: _____ _____ _____	Firm's Age _____ Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$3 million <input type="checkbox"/> Between \$3 - \$6 million <input type="checkbox"/> Between \$6 - \$10 million <input type="checkbox"/> Greater than \$10 million Firm Status <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> ACDBE <input type="checkbox"/> SBE <input type="checkbox"/> MBE/WBE	Gender / Ethnicity <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Subcontinental Asian America <input type="checkbox"/> Other
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Active Participants list

Please furnish the following subcontracting information for ALL bidders/quoters/proposers. This information must also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Bid/Proposal/Task Number: _____

Bid/Proposal/Task Name: _____

Subcontracts/Consultant

Firm Name _____

Address _____

State & Zip Code _____

NACIS Code(s): _____

Work Performed on contract:

Firm's Age _____

Annual Gross Receipts

- Less than \$1 million
- Between \$1 - \$3 million
- Between \$3 - \$6 million
- Between \$6 - \$10 million
- Greater than \$10 million

Firm Status Non-DBE

- DBE ACDBE
- SBE MBE/WBE

Gender / Ethnicity

- Female
- Male
- Asian Pacific American
- Black American
- Hispanic America
- Native America
- Subcontinental Asian America
- Other

Subcontracts/Consultant

Firm Name _____

Address _____

State & Zip Code _____

NACIS Code(s): _____

Work Performed on contract:

Firm's Age _____

Annual Gross Receipts

- Less than \$1 million
- Between \$1 - \$3 million
- Between \$3 - \$6 million
- Between \$6 - \$10 million
- Greater than \$10 million

Firm Status Non-DBE

- DBE ACDBE
- SBE MBE/WBE

Gender / Ethnicity

- Female
- Male
- Asian Pacific American
- Black American
- Hispanic America
- Native America
- Subcontinental Asian America
- Other

Subcontracts/Consultant

Firm Name _____

Address _____

State & Zip Code _____

NACIS Code(s): _____

Work Performed on contract:

Firm's Age _____

Annual Gross Receipts

- Less than \$1 million
- Between \$1 - \$3 million
- Between \$3 - \$6 million
- Between \$6 - \$10 million
- Greater than \$10 million

Firm Status Non-DBE

- DBE ACDBE
- SBE MBE/WBE

Gender / Ethnicity

- Female
- Male
- Asian Pacific American
- Black American
- Hispanic America
- Native America
- Subcontinental Asian America
- Other

Birmingham Airport Authority**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: _____	Project Title: _____
-----------------------------------	-----------------------------

Bidder/Offeror Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: Address: _____

DBE City: _____ State: ____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm

Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.**Bidder/Offeror Authorized Representative**_____
(Signature)_____
(Title)_____
(Date)**DBE/ACDBE Subcontractor/Supplier Authorized Representative**_____
(Signature)_____
(Title)_____
(Date)* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.



DOCUMENTATION OF GOOD FAITH EFFORTS FORM

(To be completed and submitted with the Schedule of Contract Participation if the goal is not met.)

The Airport Concession Disadvantaged Business Enterprise (ACDBE) goal for this Agreement is: (____%) of Proposer’s Gross Revenues under the Concession Agreement.

The undersigned proposer intends to meet the requirements of the_____ related to ACDBE participation in the following manner:

- Bidder/respondent has met the ACDBE goal The bidder/offer or is committed to a minimum of ____ % ACDBE participation in this opportunity.
- Bidder/respondent has not met the ACDBE goal The bidder/respondent is committed to a minimum of ____% ACDBE participation in this opportunity and has submitted documentation demonstrating good faith efforts.

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Print Name: _____
Title: _____
Date: _____
Signature: _____

The proposer must demonstrate that it has made good faith efforts to achieve participation with ACDBE firms. This requires that the proposer show that it took all necessary and reasonable steps to secure participation by certified ACDBE firms. Mere pro forma efforts will not be considered as a good faith effort. In addition, the ability or desire of the proposer to perform the work with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Efforts, such as sending blanket faxes or e-mail messages, to all ACDBE firms alone shall not be considered a good faith effort. In determining whether a proposer has made good faith efforts, the Department may take into account the performance of other proposers in meeting the ACDBE goal. Actions constituting evidence of good faith efforts are described in more detail in Appendix A to Title 49, Code of Federal Regulations, Part 26. The following actions by proposers are generally considered a sign of good faith effort. This list is not exclusive or exhaustive, but should be used as a guide in determining good faith:

- 1) Advertisement in general circulation, trade association and minority focus media concerning ACDBE subcontracting opportunities.
- 2) Written notice to ACDBE firms allowing sufficient time for reply.
- 3) Following up with ACDBE firms after initial solicitation.
- 4) Selecting of portions of work likely to be performed by ACDBE firms.
- 5) Providing ACDBE firms with adequate information for proposing.
- 6) Negotiation with interested ACDBE firms.
- 7) Assisting interested ACDBE firms with bonding, insurance or credit.
- 8) Working with minority contractor groups and minority business assistance offices to identify available ACDBE firms.

ACDBE Good Faith Effort Documentation

The following is a list of types of actions a bidder should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

SOLICITATION /ADVERTISEMENT EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made with sufficient time to allow ACDBE firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier. The proposer should complete the contact log provided with this form.

NEGOTIATION EFFORTS - should include your efforts to make a portion of the project work available consistent with the availability and capabilities of our ACDBE firms in order to facilitate ACDBE participation. You are encouraged to break out contract work items into smaller economically feasible opportunities to ensure ACDBE participation. As a part of your negotiation you should make plans/specifications available to the ACDBE firms which have shown an interest in participating. When negotiating with ACDBE firms a contractor should use good business judgment by considering price and capability, as well as, project goals. A contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS - should include your efforts to assist ACDBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project related assistance. Contractors are encouraged to assist firms with independently securing/obtaining these resources. A contractor may not provide these resources to the ACDBE firm, except in certain instances where joint checks are permissible with BAA's prior approval. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the ACDBE firm's behalf.

ADDITIONAL EFFORTS - could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provide assistance in the recruitment and placement of ACDBE firms. Utilizing the services offered by the department's ACDBE supportive services consultant for assistance with advertisement and recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Exhibit D

Concession Standards

SECTION 1 GENERAL STANDARDS

- (A) Concessionaire agrees to furnish all management, labor, equipment, materials, supplies, and trained personnel, which may be necessary in order to provide the Concession, at the sole cost and expense of the Concessionaire.
- (B) Concessionaire shall furnish first class services on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Concessionaire shall maintain and operate the Premises in a first-class manner and shall keep the Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to Authority.
- (C) Concessionaire shall cause the Concession to be open to all users of the Airport, except as otherwise approved by the Authority. If Concessionaire fails to perform its obligations under the Concession Standards. Authority may, at its sole option, notify Concessionaire both orally and in writing, through electronic mail, or hand delivery of such failure of performance.
- (D) Concessionaire shall control the conduct, demeanor and appearance of its employees and representatives. Such employees shall be trained by Concessionaire to render a high degree of efficient service and it shall be the responsibility of Concessionaire to maintain close supervision over such employees to assure the rendering of a high standard of service.
- (E) Concessionaire shall, during the Term of this Agreement, be qualified to do business in the State of Alabama and shall, in addition, obtain and maintain all necessary business licenses and permits from the City of Birmingham.
- (F) Concessionaire shall provide a complete and proper arrangement, satisfactory to Authority, for the adequate sanitary handling of all trash, garbage, and other refuse caused as a result of the operations of the Concession and shall provide for its timely removal to the service area provided by Authority. Concessionaire shall provide and use suitable covered receptacles for all garbage, trash, and other refuse in connection with the Concession. Piling of boxes, cartons, barrels or other similar items shall not be permitted in a public area on the Airport. Authority will provide a common use trash and garbage disposal service for which Concessionaire shall pay a share of the service fee, based on usage, to be determined by Authority from time to time.
- (G) The Concessionaire shall charge reasonable prices for the products and services sold at the Concession as defined in the Authority's Pricing Policy as amended from time to time.

SECTION 2 SERVICE AND OPERATIONAL REQUIREMENTS

- (A) A claim ticket shall be issued to patrons by the Valet Operator upon entry to the Facilities. The Concessionaire shall have claim tickets readily available for inspection by the Authority for any security purposes. The ticket should include, at a minimum:
 - a. Patron's name
 - b. Type, make, and model of vehicle
 - c. Date checked in and date of return
 - d. Valet staff member name
 - e. Confirmation of Inspection of vehicle
 - f. Vehicle inspections shall be done in accordance with FAA/TSA/Authority mandates along with the collection of customer information.
 - g. Location where vehicle is parked.

- h. Other necessary information to maintain efficient operation.
- (B) Maintain an online valet reservation system operated by Concessionaire that gives valet customers easy access and a user-friendly booking experience. A link to the reservation system will be placed on the Airport website parking page.
- (C) The Vehicle Staging Area shall be used by Concessionaire for the drop-off and pick-up of the Customer's vehicles that are utilizing the Valet Parking Concession.
- (D) The staff members shall inspect all vehicles entering the Vehicle Staging Area for security purposes and for determining prior exterior damage to the vehicles in accordance with Authority guidelines.
- (E) Concessionaire shall control the valet customer's keys at all times. Keys shall be maintained in a lock box matching the parking space documented on the ticket and in the valet system.
- (F) Once a customer drops off their vehicle and the staff conduct the Vehicle Inspection and completes the business transaction with the Customer, the staff will immediately relocate the Customer's vehicle to the Valet Staging Area.
- (G) The Concessionaire should identify the process for which customers' vehicles are moved to and from the Valet Staging Area and the Valet Storage Area.
- (H) Staff should have prior knowledge of the Customer's arrival and retrieve the Customer's vehicle from the Valet Storage Area and relocate it to the Valet Staging Area. Staff shall make every effort to eliminate or minimize the Customer's "wait-time" at Vehicle Staging Area for vehicle pickup. Prior to relocating the vehicle to the Valet Staging Area, the staff shall inspect the vehicle.
- (I) Allow patrons to always enter and exit the Valet Staging Area, unless otherwise approved by the Authority.
- (J) Utilize an electronic tracking system to collect and distribute the following information ("Valet Revenue and Vehicle Tracking System" or "VRVTS"):
 - a. Vehicle inventory and auditing.
 - b. On-line transactions and other data inquiries.
 - c. System status monitoring, reporting, and correction.
 - d. Access control information.
 - e. Data back-up and management for the development of manual and computer-generated reports.
- (K) VRVTS shall monitor all cashier transaction activity automatically.
- (L) Notify the Authority of events in which transactions are not sent to the VRVTS (i.e. the VRVTS database is off-line). Provide the Authority with the appropriate backup to substantiate the transactions that were not sent to the VRVTS the business day following the day the memory was cleared. Maintain logs of monitoring activities. Problems or faults with the VRVTS shall be reported to the Authority within six (6) hours of occurrence.

SECTION 3. CUSTOMER SERVICE

- (A) The Concessionaire shall accept and honor US currency, and at least the following three (3) major credit cards branded by: American Express, Visa and MasterCard for any purchase and for any amount.

- (B) Customer assistance should include, but not be limited to;
 - a. “Jump start” vehicles with dead batteries.
 - b. Inflate flat tires.
 - c. Provide motorist assistance in driving lanes.
 - d. Facilitate resolution of patron’s motor vehicle problems through assistance with communications or other reasonable means.
- (C) Once a Customer arrives for the valet of their vehicle, Valet staff shall promptly open Customer’s vehicle door(s), provide personal greeting, assist with luggage, and explain clear procedures regarding the valet service.
- (D) Maintain a waiver for patrons to sign before providing vehicle assistance services.
- (E) Promptly investigate and resolve all claims made for losses or damage to vehicles and service complaints. The Concessionaire shall provide documentation of complaints within six (6) hours of receipt. The Authority will investigate and provide documentation and its written response to Concessionaire if necessary.

SECTION 4. TRAFFIC MANAGEMENT AND SIGNAGE

- (A) Concessionaire shall ensure that valet vehicles do not interfere with adjacent traffic flows while parked or while entering/exiting the Valet Staging Area and/or Valet Storage Area.
- (B) Concessionaire shall not store or allow to be stored any vehicles or equipment of any type on the Premises.
- (C) Authority shall designate the entrances to the Valet Staging Area and/or on Airport roadways with appropriate signage.
- (D) Concessionaire shall monitor and manage all traffic and signage in designated premises by directing traffic, setting up, taking down cones or barricades, and/or replacing delineators.
- (E) Signage shall be clear and visible, indicating name and rates, and directions.
 - a. Maintain and monitor all changeable message signs used in and around Premises.
 - b. Rates shall be posted at the entrance of the Valet Staging Area.
- (F) Concessionaire shall not erect any sign, antenna, or construction of any nature, which may constitute a hazard to air navigation, as determined by the Authority.
- (G) Concessionaire shall not erect any sign, antenna, or construction of any nature without prior written approval of the Authority.

SECTION 5. FACILITIES AND EQUIPMENT MAINTENANCE

- (A) Perform routine, preventative and emergency maintenance, and custodial services on equipment and Premises.
 - a. All Valet areas and equipment shall be maintained in a safe, clean, neat, orderly and attractive condition.

SECTION 6. VALET INVENTORY

- (A) Take and maintain an inventory of vehicles parked in the Valet Storage Area daily by tracking and logging the vehicle license plates (“License Plate Inventory”).
- (B) Responsible for all access media used for the Valet operation. Access media shall be audited daily, and the inventory of access media shall be performed at a minimum of once per day.
- (C) Must utilize a VRTS capable of providing the Authority on demand reports that are accurate, specific, and complete to the extent provided by the software.
 - a. Reports shall be used to verify lost ticket information from patrons, providing location assistance, and marketing data needed by the Authority.

SECTION 7. DIVERSION OF BUSINESS

- (A) Concessionaire shall not divert or cause the diversion of any valet parking from the Airport. During the term of the Agreement and any renewal hereof, Concessionaire agrees not to own, operate, or have any financial interest in any automobile parking lot or structure within a five (5) mile radius of the Airport. For example, if Concessionaire owns or operates a vehicle parking lot within a five (5) mile radius of the Airport, and the Vehicle Storage Area is at capacity, all Valet traffic shall be directed to the Airport Parking Facilities.

SECTION 8. EMPLOYEES AND STAFFING

- (A) Concessionaire shall provide valet services for public parking operations, from two (2) hours prior to the first scheduled airline departure at the Airport through one (1) hour after the last actual airline arrival or the arrival of all valet customers scheduled to arrive at the Airport (the “Hours of Operation”). The Hours of Operation shall account for any aircraft delays.
- (B) All Concessionaire’s operations shall be supervised by an active supervisory level position. The supervisory level position shall be available at the Premises during the Hours of Operation, or any additional hours the Concessionaire is open for business. Said manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Premises and shall be responsible for personnel employed in the business of the Concessionaire, represent the Concessionaire in dealings with the Authority, and coordinate all activities with the Authority.
- (C) Concessionaire shall implement an employee training program that implements the Concessionaire’s customer services standards and submit to the Authority a copy of any customer service, operational, employee training, or other operational standards, manuals, or handbooks (the “Employee Handbook”). Concessionaire shall ensure continuous adherence to Concessionaire’s own standards in addition to the Authority’s standards.
- (D) Concessionaire shall require each staff member to wear the Concessionaire’s uniform and prominently display nametags and Airport Identification Badges whenever said staff are on the Airport.
- (E) Concessionaire shall be required to respond to any complaints, provided by a Customer or the Authority, in writing, within two (2) calendar days of receipt, with a good faith effort to explain, resolve, or rectify the corresponding problem. Concessionaire shall provide the Authority with a copy of any complaint received the same calendar day it is received by the Concessionaire and shall provide the Authority with a copy of the written response by the Concessionaire the same day it is sent to the complainant. Complaints received by the Authority shall be forwarded to the Concessionaire, who shall respond by utilizing the above procedure. Concessionaire shall be required to implement and utilize a Customer comment system (cards, telephone, internet, etc.). These comments are to be collected by

Concessionaire’s manager daily. Copies of all such completed comments and Concessionaire summary reports, in a format acceptable to the Authority, shall be provided to the Authority monthly pursuant to the Valet Concession Agreement.

- (F) In the event of an emergency, the Authority, as it deems necessary, may direct the Concessionaire to remain open beyond the Hours of Operation and provide all services and sales activities as required elsewhere herein during the emergency period.
- (G) To ensure staffing and proper ratios are adhered to, Company shall submit copies of employee work schedules for approval by the Authority.

SECTION 9. ADDITIONAL SERVICES

- (A) The Concessionaire may perform the following authorized additional services as a part of this valet parking Concession:
 - a. [To Be Determined]
 - b. [To Be Determined]
 - c. [To Be Determined]

SECTION 10. SAFETY

- (A) Concessionaire shall be responsible for implementing a program to be used by staff that covers the overall safety of the operation (the “Accident Prevention and Safety program”). First aid supplies as well as fire extinguishers must be available for use as necessary. The Concessionaire shall be responsible for training all employees on the use of all emergencies, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials. All onsite accidents and incidents involving employees shall be reported to the Authority immediately and followed by written confirmation of the same containing all pertinent information and in a form approved by the Authority, within six (6) hours of the incident.
- (B) Concessionaire is not permitted to transfer customer vehicles without first obtaining the written consent of customer.

SECTION 11. VIOLATIONS AND FINES

The Authority may assess the below violations and fines for Concessionaire’s failure to comply with certain terms and conditions of this Agreement.

Violation	Fine
Operating the concession outside the authorized premises	\$100 fine for first violation, \$200 fine for each additional violation. Authority may terminate the Agreement after continual violations.
Failure to operate the concession during the Hours of Operation	\$200 per each hour that the concession was not available.
Failure to comply with any other Concession Standard outlined in this Agreement	\$500 fine for first violation, \$1,000 fine for each additional violation. Authority may terminate the Agreement after continual violations.
Concessionaire provides unauthorized services to Customers	\$1,000 per day that the violation exists

Exhibit E
Exemplar Concession Agreement

Authority	Birmingham Airport Authority, a public corporation
Concessionaire	□
Term	□
Permitted Use	□
Payment Provisions	Section 6 - Payment Provisions Section 7 Section 8 - Audited Statement Of Gross Receipts Section 9 – Security Deposit
Exhibit(s)	Exhibit A – Premises Exhibit A-1 – Valet Staging Area Exhibit A-2 – Valet Staging Area Dimensions Exhibit A-3 – Office And Kiosk Exhibit A-4 - Valet Storage Area Exhibit B – Concession Standards Exhibit C – Maintenance Matrix Exhibit D – Pricing and Product Structure Exhibit E – Insurance Requirements Exhibit F – ACDBE Report Exhibit G – Monthly Statement of Gross Receipts Exhibit H – Proposal
Authority Notice Address	Birmingham Airport Authority, ATTN: CEO, 5900 Messer Airport Highway, Birmingham, AL 35212, 205-599-0533 With a copy to Outside Counsel: Maynard Nexsen PC, Attn: Stephen Stallcup, 1901 Sixth Ave N, Suite 1700, Birmingham, AL 35203, 205-254-1000
Concessionaire Notice Address	□

CONCESSION AGREEMENT
FOR
VALET PARKING
AT
BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

BETWEEN

BIRMINGHAM AIRPORT AUTHORITY

AND



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VALET PARKING CONCESSION AGREEMENT

THIS VALET PARKING CONCESSION AGREEMENT (the "Agreement") is made and entered into this [] day of [], [] (the "Effective Date") by and between the **BIRMINGHAM AIRPORT AUTHORITY**, a public corporation, and its successors and assigns (collectively referred to herein as the "Authority") and [], a [] [company/corporation] ("Concessionaire").

WITNESSETH:

WHEREAS, Authority is the owner and operator of the Birmingham Shuttlesworth International Airport located in Birmingham, Jefferson County, Alabama (the "Airport"), and, in connection with its operation of the Airport, Authority grants certain concession rights at the Airport; and

WHEREAS, Concessionaire submitted the Proposal as attached hereto as **Exhibit H** in response to the Authority's Request for Proposal for the rights to be granted by Authority pursuant to the terms and provisions of this Agreement within the Premises.

WHEREAS, Authority has agreed to accept the Proposal, and Concessionaire has agreed to utilize the Premises for the purpose of operating a valet parking concession business at the Airport, subject to the terms and provisions of the Proposal and this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained and other valuable consideration, the parties agree for themselves, their successors and assigns, as follows:

SECTION 1. DEFINITIONS

Unless otherwise defined herein, all definitions set out in the Rules and Regulations, Policies and Concession Standards will be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

"Agreement" means, collectively, this Valet Parking Concession Agreement, including all exhibits, attachments, and other incorporated documents, which establish the rights and obligations of the parties hereto.

"Agreement Year" means the consecutive twelve (12)-month period beginning on the Commencement Date of this Agreement or any anniversary thereof, unless otherwise specified herein. In the event that the Term of the Agreement does not commence on the first day of a calendar month, the first Agreement Year shall include the partial month in which the Term begins and the consecutive twelve (12)-month period immediately following thereafter.

"Airport" means Birmingham-Shuttlesworth International Airport located in Birmingham, Jefferson County, Alabama, together with any appurtenant properties and/or facilities associated therewith, as may be enlarged, diminished or otherwise modified from time to time.

"Annual Concession Fee Adjustment" means, for each Agreement Year during the Term, the Annual Gross Receipts Report, provided in accordance with Section 6 below, will be used to determine the sufficiency of Concessionaire's Concession Fees. Any excess Concession Fee paid shall be credited toward Concessionaire's next Concession Fee payment(s) due; provided, however, that Concessionaire may not

offset or deduct any Concession Fees prior to the issuance of a credit by the Authority. If this Agreement terminates before all credit has been given to Concessionaire, any balance will be refunded by the Authority. If Concessionaire owes a Concession Fee Adjustment, payment of such shall be made on or before Concessionaire's next Concession Fee payment(s) due.

"Annual Gross Receipts Report" means the annual financial report prepared by the Concessionaire in accordance with the requirements set forth in Section 6 of this Agreement, verifying that the Concession Fee for the preceding Agreement Year was properly calculated, and including an itemized statement of (a) total annual Gross Receipts, broken down monthly, used to compute the Concession Fee, and (b) the total Concession Fee calculated based on Gross Receipts.

"Applicable Law" All present and future applicable federal, state, and local laws, regulations, ordinances, Rules and Regulations, and mandates, including but not limited to those pertaining to the environment and disabled persons, as any of the foregoing may be amended from time to time, that may apply to the Concessionaire, the Concession, or the rights and privileges provided for herein

"Authority" means the Birmingham Airport Authority and any successor thereto.

"Concession" means the Permitted Use.

"Concessionaire" means [REDACTED]

"Concession Fee" means the percentage of the Concessionaire's monthly Gross Receipts, as specified in Section 6.1 of this Agreement.

"Concession Standards" means the established criteria governing the operation of the Concession, as detailed in Exhibit B. These standards define the minimum acceptable levels of service required by the Authority for Concession operations at the Airport. The Concessionaire, along with its subcontractors and sub-concessionaires, must meet or exceed these service standards.

"Customer" means the individual(s) utilizing the Valet Parking service or Additional Services and who dropped off the car or who picked up the car at the Airport, regardless of who pays a portion of, or all of, the fees and charges for the services provided.

"Default Rate" The interest rate applied to any payment not received by the due date, equal to the greater of eighteen percent (18%) per annum or the maximum rate permitted by law.

"Environmental Laws" All Federal, State, and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, (i) The National Environmental Policy Act (42 U.S.C. § 4321 et seq.); (ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.); (iii) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); (iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.); (v) The Clean Air Act (42 U.S.C. § 7401 et seq.); (vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. § 1251 et seq.); (vii) The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); (viii) The Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (ix) The Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (x) The Oil Pollution Act (33 U.S.C. § 2701 et seq.); (xi) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.); (xii) The Federal Safe Drinking Water Act (42 U.S.C. § 300 et seq.); (xiii) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 et seq.); (xiv) The Occupational Safety and Health Act (29 U.S.C. § 651 et seq.); (xv) The Endangered Species Act (16 U.S.C. § 1531 et

seq.); (xvi) The Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.); (xvii) The National Historic Preservation Act (16 U.S.C. § 470 et seq.); (xviii) The Coastal Zone Management Act (33 U.S.C. § 1451 et seq.); (xix) The Alabama Water Pollution Control Act (Ala. Code § 22-22-1 et seq.); (xx) The Alabama Solid Wastes and Recyclable Materials Management Act (Ala. Code § 22-27-1 et seq.); (xxi) The Alabama Air Pollution Control Act (Ala. Code § 22-28-1 et seq.); (xxii) The Alabama Hazardous Wastes Management and Minimization Act (Ala. Code § 22-30-1 et seq.); (xiii) all State environmental protection, superlien, and environmental clean-up statutes, with implementing regulations and guidelines, (xiv) all local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials; (xv) and judicial interpretations of each of the foregoing.

"**FAA**" means the Federal Aviation Administration.

"**Gross Receipts**" means all amounts, net of documented credits or refunds to Customers, received (whether by cash, credit or otherwise) from or on behalf of a Customer, billed (whether collected or not), delivered and/or realized by the Concessionaire or any subcontractor of Concessionaire related to Concessionaire's Permitted Use, as authorized by this Agreement, without deduction or offset, and, without limiting the generality of the foregoing, all revenue derived from Concessionaire's operations in connection under the terms of this Agreement, without deduction or offset, unless specifically excluded as provided in this Agreement.

"**Hazardous Materials**" or "**Hazardous Substances**" means and includes any element, chemical, compound, material, or substance, whether solid, liquid, or gaseous, which at any time is defined, listed, classified, or otherwise regulated in any way under any Environmental Law, or any other such substances or conditions (including mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition, or pose any threat to human health and safety. "Hazardous Materials" includes the following: (a) hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "radioactive materials", "bio-hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", "toxic waste", "toxic material", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety, or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP toxicity" or "EP toxicity", or words of similar import under any applicable Environmental Laws); (b) any petroleum, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof or other petroleum derived substance; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto; (c) any drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources; (d) any flammable substances or explosives; (e) any radioactive materials; (f) any asbestos or asbestos-containing materials; (g) any lead and lead-based paint; (h) any radon or radon gas; (i) any methane gas or similar gaseous materials; (j) any urea formaldehyde foam insulation; (k) electrical equipment which contains any oil or dielectric fluid containing regulated levels of polychlorinated biphenyls; (l) pesticides; (m) polyfluoroalkyl compounds, including perfluoro octane sulfonate and perfluoro octanic acid; (n) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental entity and (o) soil, or surface water, or ground water contaminated with Hazardous Materials as defined above.

"**Improvements**" means all Valet Parking-related equipment and materials, excluding electrical utilities, related to the Concession and to be installed at the Premises (subject to Authority prior approval), which shall be provided by the Concessionaire at its sole cost and expense.

"Major Curtailment" means a reduction equal to or greater than twenty five percent (25%) of Concessionaire's Gross Receipts, as compared to Concessionaire's Gross Receipts of the first Agreement Year.

"Minimum Annual Guarantee" (MAG) means the minimum annual payment the Concessionaire must make to the Authority, beginning in the second Agreement Year and continuing annually throughout the remainder of the Term, as further determined pursuant to the terms of Section 7 of this Agreement.

"Monthly Statement of Gross Receipts" Monthly financial report, prepared by the Concessionaire using the Authority's designated form provided on **Exhibit G** attached hereto, detailing, as further set forth in Section 7 of this Agreement, the Concessionaire's Gross Receipts for each month.

"Permitted Use" or "Use" Concessionaire may use the Premises solely for the operation of Valet Parking as provided in Section 3 of this Agreement.

"Premises" means that certain 72 ± square feet of Office, 25 ± square feet of Kiosk space located in the Terminal Building, 5,057 ± square feet of Vehicle Staging Area, and 45,307 ± square feet of Vehicle Storage Area at the Airport, as more particularly depicted on **Exhibit A** attached hereto.

"Representatives" means the respective officers, board of directors, officials, employees, agents, contractors, subcontractors, and/or volunteers of either the Authority or the Concessionaire.

"Rules and Regulations" Means those certain the lawful rules and regulations governing the conduct at and operation of the Airport promulgated and amended by the Authority from time to time.

"Security Deposit" Ten thousand dollars (\$10,000), or an amount equal to an estimate of three (3) months of all Concession Fees, other fees, interest, or other payments due to Authority under this Agreement if said estimate exceeds \$10,000. If the Security Deposit is equal to or more than \$10,000, the said Security Deposit shall be in the form of a Letter of Credit, as further set forth in Section 9 of this Agreement.

"Term" the term of this Agreement shall be five (5) Agreement Years, commencing on the Commencement Date and ending on the Expiration Date as further set forth in Section 4 of this Agreement.

"Terminal Building" means, collectively, the passenger terminal building(s) (whether one or more) at the Airport, as it presently exists or as it is hereinafter modified or expanded.

"Trade Fixtures" means all furniture, fixtures, and equipment installed by Concessionaire within the designated areas of the Premises for use in its performance of the Concession which may be removed from the Premises without causing material damage thereto.

"Transaction" means a distinct act of business between the Concessionaire and a Customer for valet parking or additional services as provided herein under which the Concessionaire generates revenue from provision of use or possession of a vehicle for compensation.

"Transaction Day" means a twenty-four (24) hour period, or fraction thereof, during which a Customer is provided valet parking services for compensation. A partial day that is no more than two (2) hours after the previous twenty-four (24) hour Transaction Day shall not be considered a separate Transaction Day.

- 2.1 In consideration of the terms set forth herein, the Authority hereby assigns to Concessionaire, and Concessionaire accepts, the following designated areas for its exclusive use in the operation of the Concession (as defined herein), as further provided in this Agreement, as further provided herein: that certain 72 ± square feet of Office, 25 ± square feet of Kiosk space located in the Terminal Building, 5,057 ± square feet of Vehicle Staging Area, and 45,307 ± square feet of Vehicle Storage Area at the Airport, as more particularly depicted on Exhibit A attached hereto and made a part hereof, (collectively, the “Premises”). The Authority expressly reserves the right to relocate or replace the designated areas for the Premises in its sole discretion with prior notice to the Concessionaire. Any such relocation or replacement shall be at the Authority’s expense.
- 2.2 The Authority and Concessionaire may, from time to time, by mutual agreement, add additional designated areas to, or delete designated areas from, the Premises or may add rights, licenses, or privileges, or delete rights, licenses, or privileges granted to, Concessionaire. Any designated areas added to the Premises, or rights, licenses, or privileges added pursuant to this Section 2.2, shall be subject to all the terms, conditions, and other provisions of this Agreement and Concessionaire shall pay the Authority all sums, fees, rents, and charges applicable to such additional designated areas, rights, licenses, or privileges in accordance with the provisions of this Agreement.
- 2.3 Except as otherwise expressly provided herein, Concessionaire shall at all times occupy and use only those designated areas within the confines of the Premises. In the event that the Concessionaire shall exceed such confines, the Authority shall notify Concessionaire in writing of any such condition and Concessionaire shall, upon receipt of written notice, vacate said area immediately.
- 2.4 The Authority shall deliver the Premises to the Concessionaire on the Commencement Date. The Premises shall be taken by the Concessionaire in “AS IS” condition, subject to and including all defects, latent and patent, and shall be improved, maintained, and operated at the Concessionaire’s sole cost and expense, except as otherwise specifically provided for in this Agreement.
- 2.5 No Warranty of Economic Viability. The Authority makes no warranty, promises or representations as to the economic viability of the Premises or Concessionaire's Permitted Use or any other matter pertinent to the potential or likelihood for success or failure of Concessionaire business operations. Concessionaire acknowledges that aspects of Airport operations are subject to change during the Term without notice and that the Authority makes no warranty regarding Concession usage. Except as is specifically set forth herein, Authority shall not, by virtue of the existence of this Agreement, be constrained in connection with its operation of the Airport.

SECTION 3. PERMITTED USE; SERVICES TO BE PERFORMED

- 3.1 The Premises shall be used solely for the operation of Valet Parking as provided herein (the “Concession” or “Permitted Use”) and for no other purpose. The Authority hereby grants to Concessionaire the right and privilege to engage in and operate the business of providing the Concession at the Premises for the Term (as defined in Section 3 hereof) of this Agreement pursuant to the terms hereof. Additional Services as described in Exhibit D may be offered by the Concessionaire and approved in writing by the Authority.
- 3.2 Common Areas. Concessionaire shall have a non-exclusive right to use the Common Areas, which include, but are not solely limited to, roadways, driveways, and pedestrian walkways within the Airport that provide access to the Premises. This right shall be shared with Customers, the Airport’s invitees, and others for purposes of ingress, egress, circulation, and other public uses.

- 3.3 Prohibited Activities within Common Areas. Concessionaire agrees that its use of the Common Areas shall not negatively impact or unreasonably interfere with the use of the Common Areas by the Authority or any other parties using such Common Areas with the Authority's permission. The Authority retains the right, in its discretion, to provide additional parameters and/or revise the Rules and Regulations with respect to the Common Areas at any time. Without limiting the foregoing, Concessionaire shall not use any portion of the Common Areas for storage or parking of equipment.
- 3.4 The Airport standards specific to the operation of the Concession are outlined in Exhibit B ("Concession Standards") attached hereto and incorporated herein. The Concession Standards define the minimum acceptable levels of service required by the Authority for Concession operations at the Airport, and Concessionaire shall, and shall cause its sub-contractors and sub-concessionaires, to meet or exceed every standard of service. A list of authorized Additional Services is attached hereto in Exhibit D.

SECTION 4. TERM

- 4.1 This Agreement shall become binding upon the Parties as of the Effective Date. The Agreement shall be for a term of five (5) years commencing [REDACTED] ("Commencement Date") and ending [REDACTED] (the "Expiration Date"), unless terminated early or otherwise extended as provided herein. The Commencement Date through the Expiration Date are collectively referred to as the "Term". Upon the expiration or other termination of this Agreement, Operator's right to use the Premises, Airport, rights, licenses, services, and privileges herein granted shall cease, and Operator shall forthwith upon such expiration or termination surrender the same. The continued use of the Premises by Operator after the expiration of the Term of the Agreement shall not result in the automatic renewal of this Agreement nor shall Authority's failure to object to or resist such continued use operate to extend the Term of this Agreement unless specifically agreed to in writing.

SECTION 5. HOLDOVER

- 5.1 Any continuation of Concession operations at the Airport by the Concessionaire after the expiration or termination of this Agreement, *with* the express written consent of the Authority, shall be on a month-to-month basis. All provisions of this Agreement, including fees and other charges, shall remain in full force and effect until the Authority provides written notice to Concessionaire to cease Concession operations at the Airport. Such notice shall be given no less than thirty (30) days prior to the anticipated date of termination of operations.
- 5.2 Except as otherwise provided herein, in the event that Concessionaire continues to operate the Concession at the Airport or remain in possession of the Premises after the expiration or termination of this Agreement without the written consent of the Authority, such continued operation or occupancy shall not constitute a renewal or extension of this Agreement but shall instead be deemed a holdover concession on a month-to-month basis. During any such holdover period, all terms and conditions of this Agreement shall remain in effect to the extent they are not inconsistent with such holdover status, except that the Concession Fee shall be assessed at one hundred seventy-five percent (175%).

SECTION 6. PAYMENT PROVISIONS

- 6.1 Commencing on the Commencement Date and continuing throughout the duration the Term hereof, Concessionaire shall pay to the Authority a Privilege Fee that is based on the greater of the Minimum Annual Guarantee or a Concession Fee in an amount equal to [_____% of monthly Gross Receipts] (“Concession Fee”) derived by Concessionaire for each month, or any portion thereof, for the rights and privileges herein granted herein by the Authority. For the first Agreement Year, Concessionaire shall pay only the Concession Fee.
- A Minimum Annual Guarantee (MAG). Beginning in the second Agreement Year and continuing annually throughout the remainder of the Term, the MAG shall be eighty-five percent (85%) of Concessionaire’s actual payment to the Authority for the previous Agreement Year. The MAG for any Agreement Year shall not be less than the MAG for the second Agreement Year. For any period of less than one (1) calendar month that this Agreement shall be in effect, the MAG shall be calculated on a pro rata basis.
- B Abatement of the MAG. The MAG shall be entirely abated for the first Agreement Year If at any time beginning with the second Agreement Year, (1) the number of passengers deplaning from scheduled airline flights at the Airport during any period of three (3) or more consecutive calendar months shall be less than seventy five percent (75%) of the number of such deplaning passengers in the same calendar months during the preceding calendar year, and (2) such passenger reduction, in fact, is a Major Curtailment of Concessionaire’s revenue at the Airport, the MAG payment shall be abated by multiplying the prorated monthly MAG payment for each qualifying month by the applicable percentage reduction in deplaning passengers at the Airport for such month. As used herein, the term “Major Curtailment” shall mean a reduction equal to or greater than twenty five percent (25%) of Concessionaire’s Gross Receipts, as compared to Concessionaire’s Gross Receipts of the first Agreement Year. Such abatement will cease when the deplaning passengers at the Airport for a calendar month equals or exceeds seventy-five percent (75%) of the deplaning passengers in the same calendar month of the preceding calendar year.
- C “Gross Receipts” means all amounts, net of documented credits or refunds to Customers, received (whether by cash, credit or otherwise) from or on behalf of a Customer, billed (whether collected or not), delivered and/or realized by the Concessionaire or any subcontractor of Concessionaire related to Concessionaire’s Permitted Use, as authorized by this Agreement, without deduction or offset, and, without limiting the generality of the foregoing, all revenue derived from Concessionaire’s operations in connection under the terms of this Agreement, without deduction or offset, unless specifically excluded as provided in this Agreement.
- 7.1 Reports. The Concessionaire shall furnish the Authority a monthly report of its Gross Receipts (“Monthly Statement of Gross Receipts”) on the Authority’s form attached hereto as Exhibit G. The Monthly Statement of Gross Receipts shall describe in detail the Gross Receipts, Concession Fee, Transactions of product type, Transaction Days, and average length of stay for valet parking customers (ii) be due and paid monthly on the 10th calendar day of each calendar month of the Term. Any payment not received on or before the due date shall accrue interest, at an interest rate equal to the greater of (i) the rate of eighteen percent (18%) per annum and (ii) the maximum rate permitted by Law (the “Default Rate”). In addition to the Monthly Statement of Gross Receipts, Concessionaire shall furnish to the Authority ad hoc operational reports from time to time as requested by the Authority.
- 7.2 Late Payments or Monthly Statements. The charging of interest, fees or penalties by the Authority or the payment thereof by Concessionaire pursuant to the provisions of this Paragraph shall not constitute: (i) an extension of time for the payment of any amount due to be paid by Concessionaire

pursuant to this Agreement; (ii) constitute or be interpreted to be a loan by the Authority to Concessionaire of any amount due to be paid by Concessionaire pursuant to this Agreement; (iii) constitute a waiver by the Authority or relieve Concessionaire of any default in the payment of any amount due to be paid by Concessionaire pursuant to this Agreement; and/or (iv) affect in any manner the right of the Authority to exercise any and all remedies available to it under the terms of this Agreement or by operation of law. The Authority may accept late or partial payments, even though marked or designated as “payment in full” or words of similar import, without accepting or treating any such payment of less than the entire amount due as payment as full, and without waiving, compromising, or settling any of its rights pursuant to the provisions of this Agreement.

- A Late Fee. If Concessionaire is more than ten (10) days delinquent in paying to the Authority any MAG, Concession Fee or other monthly rents and charges of any kind (hereinafter “Rents and Charges”) owed to the Authority under this Agreement, Concessionaire shall pay to the Authority a late payment charge in an amount equal to five (5%) percent of the delinquent amount. The late payment charge is in addition to the Delinquency Charge as further defined below, and which shall accrue from the date the Rents and Charges are due until paid.
- B Default Rate. In addition to the late payment charge, any payment not received on or before the due date shall accrue interest (the “Delinquency Charge”), at an interest rate equal to the greater of (i) the rate of eighteen percent (18%) per annum and (ii) the maximum rate permitted by Law (the “Default Rate”).
- C Delinquent Monthly Statement. If Concessionaire is delinquent for ten (10) days or more in furnishing to the Authority any of the Monthly Statements required under this Agreement, Concessionaire shall pay the Authority, in addition to the delinquent rent payment, a One Hundred Dollar (\$200.00) late fee per delinquent Monthly Statements, for each month or partial month that the Monthly Statement is delinquent, as liquidated damages for the additional administrative costs incurred by the Authority in processing, reviewing, and demanding the delinquent Monthly Statement. The parties have agreed that this is a fair and reasonable estimate of the Authority's costs incurred in processing delinquent Monthly Statements.
- D Returned Checks. If Concessionaire's check for payment of Rents and Charges due under this Agreement is returned to the Authority for any reason, the payment shall be considered not to have been made and shall be delinquent. In addition to the late payment and Delinquency Charges set forth above, the Authority may charge Concessionaire a returned check fee of Thirty Dollars (\$30.00) per returned check, which Concessionaire agrees is a reasonable fee for the additional administration time and expense incurred by the Authority in having to deal with the returned check. The late payment charge in Section 7.3A and the Delinquency Charge described in Section 7.3C shall continue to accrue until the returned check fee is paid, the check has been honored or replaced, and the funds are received by the Authority.

7.3 Concessionaire shall pay all amounts due under this Agreement without the necessity of Authority submitting a demand for payment. It is exclusively the responsibility of the Concessionaire to ensure that all payments are made on time as required herein. Failure to pay the amounts due or comply with any other of Concessionaire’s financial obligations to Authority under this Agreement on or before the due dates set forth herein, will entitle Authority to terminate or suspend this Agreement upon giving Concessionaire ten (10) calendar days advance written notice of its intention to do so, and for no other cause than nonpayment. In the event payment is not made on or

before the due date(s), Authority may terminate this Agreement and take possession of any Improvements on the Airport in which the Concession is located.

- 7.4 Place and Time of Payment. On or before the first day of each month, Concessionaire shall pay the Authority one-twelfth (1/12) of the MAG. The Concessionaire shall, thereafter, provide to the Authority by or before the 10th day of each calendar month the Monthly Statement of Gross Receipts showing Concessionaire's total Gross Receipts. The monthly Privilege Fee shall be the greater of one twelfth (1/12) of the MAG or the Concession Fee earned for that previous month. Concessionaire shall deliver payments and reports of the Privilege Fee, without notice or demand, to the Authority at the following address:

Birmingham Airport Authority
Attn: Finance Department
5900 Messer-Airport Highway
Birmingham, AL 35212
Email: receivables@flybhm.com
properties@flybhm.com

Notwithstanding the foregoing, the Authority may request in writing that Concessionaire deliver payments of the Concession Fee via direct deposit, which method of payment shall become effective as of the first full calendar month after thirty (30) days of receipt of such notice.

- 7.5 No Offset. Concessionaire may not assess or impose any charges and fees of any type on Customers to offset Concessionaire's obligations to the Authority for the Concession Fees or any other charges or costs contained in this Section 7 or elsewhere in this Agreement, unless specifically allowed in this Agreement.
- 7.6 Annual Concession Fee Adjustment. The Annual Gross Receipts Report, provided in accordance with Section 8 below, will be used to determine the sufficiency of Concessionaire's Concession Fees. Any excess Concession Fee paid shall be credited toward Concessionaire's next Concession Fee payment(s) due; provided, however, that Concessionaire may not offset or deduct any Concession Fees prior to the issuance of a credit by the Authority. If this Agreement terminates before all credit has been given to Concessionaire, any balance will be refunded by the Authority. If Concessionaire owes a Concession Fee Adjustment, payment of such shall be made on or before Concessionaire's next Concession Fee payment(s) due.

SECTION 8. AUDITED STATEMENT OF GROSS RECEIPTS

- 8.1 Concessionaire shall keep and maintain the full and complete books of accounts and other records concerning its operations at the Airport. Concessionaire shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records concerning its operations at the Airport and all financial transactions in the performance of this Agreement.
- 8.2 Concessionaire shall provide Authority, at Concessionaire's sole cost and expense, within ninety (90) days after the end of any Agreement Year stating that the Concession Fee paid by Concessionaire during the preceding Agreement Year was properly calculated and paid in accordance with the terms of this Agreement and containing a complete itemized statement of Concessionaire's: (a) annual total Gross Receipts broken out monthly, as used by Concessionaire to compute the Concession Fee; and (b) total Concession Fee as calculated using the Gross Receipts. All records required under this Section 8.2 shall be in a form or format acceptable to

Authority; and, if Concessionaire's records have been generated from computerized data, Concessionaire shall provide the extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. Concessionaire agrees to provide the Airport access to any books, documents, papers, or records of the Concessionaire which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Authority may audit Concessionaire's books and records at any time prior to five (5) years following the termination or expiration, as applicable, of this Agreement in order to verify compliance with the same. The Authority may use its own staff to perform audits under this Section 8.2 or may engage an independent certified public accountant to perform the audit. If an audit reveals that Concessionaire has understated the Gross Revenues by three percent (3%) or more, the entire expense of the audit shall be borne by Concessionaire. In any case, Concessionaire shall pay any additional amounts that the audit determines are due to the Authority within thirty (30) days of receipt of the Authority's invoice, with interest at the Authority's Default Rate. Such interest shall accrue from the date any rents, fees, charges, or amounts were due under this Agreement.

- 8.3 Concessionaire shall pay Authority, in addition to the fees or other financial obligations to the Authority, not as a penalty but as liquidated damages, one hundred fifty dollars (\$150.00) every calendar day for each record Concessionaire is late in submitting to the Authority as required in Section 7.2 hereof. Said charge will continue until specific performance is accomplished and shall not be offset against any other amount due Authority.
- 8.4 Diversion of Gross Receipts Prohibited. Concessionaire agrees that it will not divert revenue from Concessionaire's Concession operation authorized by this Agreement from being included in Gross Receipts. Concessionaire agrees that it will not rename or revise any Gross Receipts, fees, charges, or other revenue, or falsify any of its records, in an attempt to avoid payment of, or reduce Gross Receipts, or reduce payment of any other charges or fees due and owing to the Authority hereunder. Any intentional diversion of Gross Receipts will constitute a material breach of this Agreement, and the Authority will have the right to immediately terminate this Agreement upon determination by the Authority or its auditors that an intentional diversion exists or has occurred.

SECTION 9. SECURITY DEPOSIT

- 9.1 Upon execution of this Agreement, Concessionaire, at its sole cost and expense, shall furnish and maintain on file with the Authority during the Term of this Agreement, a minimum Security Deposit of ten thousand dollars (\$10,000) or an amount equal to an estimate of three (3) months of all Concession Fees, other fees, interest, or other payments due to Authority under this Agreement if said estimate exceeds \$10,000 (the "Security Deposit"). The Security Deposit shall remain in effect throughout the Term of this Agreement, including any month-to-month holdover period, if any; and is otherwise in a form satisfactory to the Authority. If the Security Deposit is equal to or more than \$10,000, the said Security Deposit shall be in the form of a Letter of Credit. The Letter of Credit shall set forth the amount of the guarantee; the effective, termination and extension dates of such guarantee; and shall provide that the issuer of the Letter of Credit must give the Authority at least thirty (30) days advance notice, in writing, of any cancellation, termination, expiration or adverse material change thereof. The Letter of Credit shall provide that, (i) in the event of Concessionaire's failure to pay all Concession Fees, other fees, interest, or payments due to Authority under this Agreement; or (ii) to perform its obligations under this Agreement, the Authority may immediately pursue all legal remedies pursuant to said Letter of Credit. This remedy shall be cumulative and may be exercised by the Authority in addition to any other rights or remedies allowed by law or set forth in this Agreement. Failure to pursue such legal remedies pursuant to said Letter of Credit or any delay in the Authority's pursuit of said remedies shall not

be deemed a waiver of such rights. Should an event of default occur under this Agreement, the Authority may draw upon any Letter of Credit upon thirty (30) days' notice of such event of default to Concessionaire.

- 9.2 The Authority, upon thirty (30) days' written notice to the Concessionaire, may require an increase in the amount of the Security Deposit equal to no more than three (3) additional months of Concession Fees, other fees, interest, or other charges and obligations of Concessionaire under this Agreement if, upon a review of Concessionaire's payment or performance history at the Airport, the Authority in its sole discretion determines an increase is required.
- 9.3 Within ten (10) days after notice of application of the Letter of Credit, Concessionaire will restore the Letter of Credit to its original amount. The Authority will not be required to pay Concessionaire any interest on the Letter of Credit.
- 9.4 The release of the Letter of Credit shall be subject to the satisfactory performance by Concessionaire of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Agreement, the release of Letter of Credit will not occur until all Fees and other obligations due to Authority are satisfied. The Authority will release the Letter of Credit without interest within thirty (30) days of satisfaction of all of the above requirements.

SECTION 10. INSTALLATION OF CONCESSIONAIRE'S IMPROVEMENTS

10.1 Concessionaire's Equipment.

- A. All equipment and materials, with the exception of electrical utilities, for the Concession and the installation thereof, shall be provided by the Concessionaire, at its sole cost and expense. Concessionaire shall prepare, and submit to Authority for its written approval, plans and specifications for installation of the Valet Parking related equipment to be made to the Premises by the Concessionaire ("Improvements") within thirty (30) calendar days of the Commencement Date of the Agreement. After receiving written final Authority approval of the plans and specifications, it shall be Concessionaire's sole responsibility and expense to carry out installation of the Improvements. Installation shall commence no later than ninety (90) calendar days after receipt of the Authority's written approval and shall be completed not later than fifteen (15) calendar days after commencement of installation, unless otherwise approved by the Authority and shall be scheduled so as to cause as little interruption to Airport operation and inconvenience to customers and other users of the Airport as possible.
- B. Title to the Improvements as specified by the Authority and all of Concessionaire's trade equipment, materials, supplies and furnishings or other personal property shall at all times during the Term of this Agreement remain within Concessionaire.
- C. Except as otherwise limited by other provisions of this Agreement, and subject to the Authority Lien (described herein below), prior to the expiration or termination of this Agreement for any reason, Concessionaire, at its sole cost and expense, shall forthwith remove from the Premises, all Improvements, Trade fixtures, signs, personal property, equipment, and materials that Concessionaire was permitted to install or maintain under the rights granted herein, and shall repair any damage to the Premises caused by such removal to the satisfaction of Authority.

- D. Notwithstanding the foregoing, if Concessionaire shall fail to forthwith remove the Improvements, trade fixtures, equipment, and/or its personal property within ten (10) days from the date of expiration or termination of this Agreement, Concessionaire shall be deemed to have abandoned the same and Authority shall have the right, at its option, and in its sole discretion, to take title to said Improvements, furniture, fixtures, and/or property and shall have the right to sell, contract, salvage, or dispose of the same in any manner permitted by law. Concessionaire shall have no right, interest, or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items, including in the restoration and repair of the Premises, shall be immediately reimbursed by Concessionaire.
- E. Concessionaire shall not allow installation or construction of Improvements to commence on the Premises without first assuring Authority that all applicable Nondiscrimination and Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) provisions have been included as a part of this Agreement for such installation or construction work. Concessionaire shall indemnify, defend, and hold the Authority and its officers, directors, agents, board members, council members, commissioners, employees, contractors, successors, and assigns (collectively, the Authority's "Representatives"), free and harmless from any and all liabilities, losses, suits, claims, actions, judgments, fines, demands, penalties, costs, liens, and expenses, or injury to persons or property resulting from or arising out of construction or installation on the Premises unless such acts result from the sole negligence of Authority or its Representatives. Concessionaire shall not commence or undertake any such permitted work nor will it allow or permit any agent, independent contractor, or subcontractor ("Contractor") to commence work until all performance and payment bonds and all insurance certificates required hereunder have been approved and are in Authority's possession. Approval of the insurance by Authority shall not relieve or decrease the liability of Concessionaire or its agents or Contractors. Concessionaire shall furnish Authority, at Concessionaire's expense, the following:
- (i) Performance and Payment Bonds. These bonds shall have surety satisfactory to Authority, in a sum equal to one hundred percent (100%) of the amount of the Improvements to be made, payable to Authority, to insure the execution and completion of the entire work according to the approved plans and specifications, and for payment of labor and material suppliers.
 - (ii) Alabama Unemployment Insurance Bonds. Under the provisions of Ala. Code §§ 39-1-1 and 39-2-8, provide a separate bond, or have specific provisions made in the Payment Bond to assure payment of all unemployment contributions, which become due and payable under Alabama law.
 - (iii) Public Liability and Property Damage. This insurance shall protect the Contractor, Concessionaire, and Authority as additional insureds, against liability, claims, or costs thereof, for personal injury or property damage resulting from the performance of the construction contract, including personal injury, death or property damage, resulting from operations of subcontractors under the construction contract, in combined single limits of not less than \$2,000,000 resulting from any one accident.
 - (iv) Automobile Public Liability and Property Damage. This insurance shall protect the Contractor, Concessionaire, and Authority as additional insureds, against

liability, claims, or costs for personal injury or death, and property damage in the combined single limits of not less than \$2,000,000.

- (v) Workers' Compensation and Employer's Liability. The Contractor shall provide the statutory limits of coverage for all of the Contractor's employees engaged in work on the Premises and shall assure that its subcontractors provide such coverage for each of their employees engaged in work on the Premises.
- (vi) Concessionaire shall, in addition to providing the requisite insurance for itself, ensure that its contractors, sub-contractors, and sub-concessionaire also provide the insurance required under this Section 10 and as specified in **Exhibit E – Insurance Requirements.**

SECTION 11. AUTHORITY LIEN

- 11.1 Authority shall have a lien upon all Trade Fixtures and personal property of Concessionaire placed in or on the Premises, to the extent permitted by Applicable Law, for the purpose of securing the payment of all sums of money that may be due to Authority from Concessionaire under this Agreement. This lien shall supersede any other lien including any lien created in connection with Concessionaire's financing. Concessionaire is prohibited from pledging any Trade Fixtures and/or personal property without prior, written permission of the Authority.

SECTION 12. DISCLAIMER OF LIENS

- 12.1 Notwithstanding the foregoing or anything to the contrary herein, the interest of Authority in the Premises will not be subject to liens for any work, labor, materials, or Improvements made by or for Concessionaire to the Premises, whether or not the same is made, materials furnished, improvements, labor or work made by or for Concessionaire to the Premises. Concessionaire is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at the Airport or any interest in this Contract without prior written approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority's interest in the Premises to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Concessionaire or for any materials, improvements, or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Premises or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of liens to all contractors or subcontractors providing any materials or making any improvements to the Premises.
- 12.2 In the event any construction, mechanic's, laborer's, materialmen's, or other lien or notice of lien is filed against any portion of the Premises for any work, labor, or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire, Concessionaire will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Concessionaire contests to conclusion the claim giving rise to such lien.

SECTION 13. PRODUCT AND PRICING STANDARDS

- 13.1 Products and Pricing. Concessionaire has caused to be attached hereto as **Exhibit D** a complete listing of all goods, items, and/or services Concessionaire is allowed to sell at the Airport as well

as the prices to be charged to the public. The execution of this Agreement constitutes acceptance by the Authority of the merchandise, services, and pricing as reflected on the referenced **Exhibit D**.

- 13.2 Concessionaire shall not add, delete, or sell merchandise categories, items and/or services not reflected on the aforesaid **Exhibit D** without first receiving written approval from the Authority. It is agreed that in the event of any conflict between Concessionaire and another concession operator as to specific items sold and/or services provided, the Authority or its designee shall have the sole authority to resolve the conflict as it deems appropriate. Concessionaire shall provide for the sale of any additional merchandise, or the furnishing of any additional services as directed by the Authority. Prices must be visibly displayed to customers for all products.
- 13.3 **Pricing Adjustments and Pricing Audits.** Concessionaire may request changes to pricing no more than two (2) times per Agreement Year. Additionally, at least one (1) time per Agreement Year, Concessionaire shall conduct, or shall cause to be conducted, an audit concerning compliance with pricing requirements by for current products available and price levels within Concession locations. The audit shall compare the price levels of current products available at the Airport with the price levels at off-Airport comparable locations as described in Section 8 hereof. In the event of noncompliance with the Product and Pricing Standards herein by Concessionaire, Concessionaire shall bring all products into compliance with the Product and Pricing Standards requirements based upon the audit results within seven (7) days after such noncompliance is identified.
- 13.4 Failure to comply with the provisions of this Section 13 shall constitute a material breach of the Agreement. If Concessionaire, after receiving notice to reduce prices and/or application of any penalty is later found to have again violated the street level pricing policy within the Agreement Year, the Authority shall have the right to terminate this Agreement for cause by giving thirty (30) days written notice. Failure of the Authority to exercise its right to terminate this Agreement shall not constitute a waiver of the Authority's right to terminate at a later date for the same, similar or continued violation of the street level pricing policy.

SECTION 14. SIGNS

- 14.1 Any sign, whether temporary or permanent in nature, must be reviewed and approved in advance by the Authority and conform to the requirements established by the Authority and any Applicable Law. The Authority will not allow Concessionaire to post, install, or hang a sign on any wall, door or any other surface in the Premises or Terminal Building without first receiving authorization from the Authority. All signs and corporate identification, (including but not limited to posters, banners, rugs or carpet, stanchion-related ribbon, and scales) installed or otherwise affixed on the Premises by Concessionaire, shall conform to and comply with the Terminal Building and equipment standards prescribed by the Authority, and any changes therein that from time to time may be prescribed by the Authority. The Authority may remove any sign or other object that it deems to be in violation of this provision without notice and may charge the cost of such removal and of any repair and rehabilitation necessitated thereby to Concessionaire in accordance with the terms set forth in Section 26.

SECTION 15. ASSIGNMENT, TRANSFER, OR SUBLEASE

- 15.1 Concessionaire shall not assign the Agreement or allow same to be assigned by operation of law or otherwise, including notice in the event that control of the Concessionaire is proposed to be transferred to a subsidiary or affiliate of the Concessionaire, or the Premises or any part thereof without the prior written consent of the Authority, which consent may be withheld or denied by

Authority in its sole and absolute discretion. Any purported assignment or sublease in violation hereof shall be void.

- 15.2 In no case may the activities, uses, privileges and obligations authorized herein or the Premises, or any portion thereof, be assigned or sublet, for any period or periods after a default or material breach of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the Concessionaire.
- 15.3 The Concessionaire may not sublease or permit all or any portions of the Premises to be used or occupied by anyone other than the Concessionaire for the Term or underlet for the Term in whole or in part, without the prior written consent of the Authority, which consent may be withheld or denied by Authority in its sole and absolute discretion.
- 15.4 In the event Authority consents to any assignment or subletting on the part of the Concessionaire for any rights or privileges granted in this Agreement, Concessionaire shall remain liable for any and all payments due to the Authority after approval from the assignee or sublessee.

SECTION 16. TAXES

- 16.1 Concessionaire shall at its own expense pay all federal, state, and local taxes which may be assessed against it, the Concession, the Premises, any leasehold interest, its Improvements, or equipment while in or upon the Premises or elsewhere on the Airport, as well as all federal, state, and local taxes assessed in connection with the operation of its business authorized and permitted hereunder. If, at any time during the Term of this Agreement, or any extension thereof, the statutory tax exemptions of Authority become void or inoperative for any reason, then in such event Concessionaire shall pay any taxes which are imposed upon the Authority on the Premises used or occupied by the Concessionaire. Concessionaire may, however, at its sole cost and expense, protest and challenge any such tax levy or assessment; provided, however, such protest or challenge shall not relieve Concessionaire of any obligation under this Section.

SECTION 17. LAWS AND REGULATIONS

- 17.1 The Concessionaire and its Representatives shall comply with all Rules and Regulations of the Authority, including, but not limited to the Concession Standards, and all present and future applicable federal, state, and local laws, regulations, ordinances, Rules and Regulations, and mandates, including but not limited to those pertaining to the environment and disabled persons, as any of the foregoing may be amended from time to time, that may apply to the Concessionaire, the Concession, or the rights and privileges provided for herein (the "Applicable Law"), and the Concessionaire shall keep in effect all licenses or permits necessary or required by Applicable Law. The Authority and its Representatives shall be held free and harmless from any act or failure by the Concessionaire to comply with this provision.
- 17.2 Nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America or any department or agency thereof relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act, or any future statute affecting the operation or maintenance of the Airport.

- 17.3 In the event that the Federal Aviation Administration (“FAA”) requires, as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement, then Concessionaire agrees that such changes as may be reasonably required to enable the Authority to obtain such funds shall be permitted.

SECTION 18. INDEMNIFICATION

- 18.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO CONCESSIONAIRE'S OBLIGATION TO PROVIDE, PAY FOR, AND MAINTAIN INSURANCE AS SET FORTH ELSEWHERE IN THIS AGREEMENT, THE CONCESSIONAIRE AGREES TO RELEASE, TO INDEMNIFY AND TO SAVE HARMLESS THE AUTHORITY AND ITS REPRESENTATIVES (A) FROM AND AGAINST ANY AND ALL LOSS OF, OR DAMAGE TO, PROPERTY, OR INJURIES TO, OR DEATH OF, ANY PERSON OR PERSONS, AS WELL AS, (B) FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, COSTS, EXPENSES, LIABILITY, ACTIONS, PROCEEDINGS, JUDGMENTS, FINES, DEMANDS, PENALTIES, OR LOSSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WORKERS' COMPENSATION, AND ANY ASSESSMENTS RESULTING FROM CIVIL PENALTIES), OF OR BY ANYONE WHOMEVER; IN MATTERS RESULTING FROM OR ARISING OUT OF, OR ALLEGED TO HAVE RESULTED FROM OR TO HAVE ARISEN OUT OF, DIRECTLY OR INDIRECTLY, CONCESSIONAIRE'S OPERATIONS OR ACTIVITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR CONCESSIONAIRE'S USE AND OCCUPANCY OF ANY PORTION OF THE AIRPORT, AND INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACTS AND OMISSIONS OF CONCESSIONAIRE'S OFFICERS EMPLOYEES, REPRESENTATIVES, SUPPLIERS, INVITEES, CONTRACTORS, AND AGENTS. PROVIDED, HOWEVER, CONCESSIONAIRE SHALL NOT BE LIABLE FOR ANY LOSS TO THE EXTENT SAID LOSS WAS SOLELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AUTHORITY OR ITS REPRESENTATIVES. THE FOREGOING INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SECTION 19. ENTRY BY AUTHORITY

- 19.1 The Authority and its Representatives, shall have the right to enter the Premises at all reasonable times and for all reasonable purposes including, without limitation, (a) an inspection of the Premises, (b) to make any repairs which are reasonably necessary, (c) to cure any default of the Concessionaire, or (d) to exercise any other right contained in this Agreement.

SECTION 20. INSURANCE

- 20.1 Concessionaire shall, at its expense, obtain and maintain in full force and effect during the Term of this Agreement, the insurance coverages set forth in Exhibit E - Insurance Requirements attached hereto and expressly made a part hereof. All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII). All such insurance policies shall provide that coverage is primary and non-contributory, include a waiver of subrogation, and provide the Authority with at least thirty (30) days prior written notice of any cancellations or modification thereof. Both the Authority and its Representatives shall be named as additional insureds on all policies (except Worker's Compensation and Professional Liability/E&O policies). The additional

insureds provision shall read as follows: “Birmingham Airport Authority, City of Birmingham, Alabama and their respective officers, directors, board members, council members, commissioners, agents, and employees.”

- 20.2 Concessionaire shall provide documentation evidencing it has obtained all required insurance coverages and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage's must be filed with the Authority before Concessionaire can commence performing its Services at the Airport. If such insurance coverages are not issued on an occurrence basis, such insurance coverages are required to remain in force after the termination or expiration of this Agreement. If such insurance coverages are required to remain in force after the expiration or termination of this Agreement, an additional certificate evidencing continuation of such coverage shall be submitted at least thirty (30) days prior to the expiration of the Term of this Agreement. If Concessionaire's coverage is written on a claims-made basis, Concessionaire shall also provide tail coverage to include claims made after the completion of the Services for the required statute of repose. In the event Concessionaire fails to furnish the Authority with the required evidence of insurance or to maintain the insurance as in accordance wherein, the Authority, upon fifteen (15) days prior written notice to Concessionaire, the Authority may, in its sole and absolute discretion, either (i) terminate this Agreement in accordance with Section 31, or (ii) procure such insurance at Concessionaire's sole cost and expense, and Concessionaire agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of invoice date.
- 20.3 Concessionaire expressly acknowledges that the minimum required insurance coverage specified in Exhibit E – Insurance Requirements is not intended to, and shall not in any manner, limit or reduce the liabilities or obligations assumed by or attributable to Concessionaire, its agents, employees, or any subcontractor. The Authority expressly reserves the right to make commercially reasonable modifications of its insurance requirements to reflect operational and market conditions without prior notice to Concessionaire. Concessionaire agrees to amend or modify any existing insurance policies, and to acquire any newly required insurance policy, in order to comply with Authority's commercially reasonable modifications to its insurance requirements within thirty (30) days of being notified of the same in writing.
- A If Concessionaire has any sub-Concessionaire performing any of the Services, the sub-Concessionaire is subject to the same insurance requirements outlined in Exhibit E.
 - B Concessionaire shall bear the sole risk of loss or damage to any of Concessionaire's Personal Property brought to the Airport, and Concessionaire hereby waives any and all rights and claims against the Authority, the City of Birmingham, Alabama, and its Representatives for any loss of or damage to such Personal Property, regardless of the cause.
 - C IN NO EVENT WILL THE AUTHORITY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONCESSIONAIRE PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 20.4 Waiver of Subrogation. Concessionaire, for itself and on behalf of its insurers, to the fullest extent permitted by applicable law, and without voiding the insurance required by this Agreement, waives all rights against the Authority and any of Authority's Representatives for damages or loss to the extent covered and paid for by any insurance maintained by the Concessionaire.

- 20.5 Concessionaire to Remain Fully Liable. Concessionaire hereby expressly agrees to remain fully liable for full compliance with the insurance requirements in this Agreement. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, Concessionaire agrees to remain responsible and obligated to make the Authority whole as if the Concessionaire and all of its agents, employees, contractors, subcontractors, consultants, and sub-consultants, if any, at each tier fully met the insurance requirements of this Agreement.
- 20.6 Authority Right to Review and Modify. The Authority shall have the right, but not the obligation, to annually review the insurance requirements set forth herein in comparison with industry standards and availability. As may be necessary or in the best interest of the Authority to increase competition, reduce Authority's expenses, or as may otherwise be deemed appropriate under the circumstances, the Authority, in its sole and absolute discretion, may waive, reduce, change, or otherwise modify any of the insurance requirements set forth herein, including, without limitation, the policy limits and/or any other requirements specified in Exhibit B – Insurance Requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances related to the Concessionaire's Services at the Airport.
- 20.7 Deductibles. Concessionaire shall assume and pay for any deductibles on the policies. The Authority shall pay deductibles on its fire and extended coverage property insurance. Failure by Concessionaire to assume and pay for any loss in accordance with this Section 20 may be considered a material breach and may result in immediate termination by the Authority, at the Authority's option. Any insurance program that provides less than full coverage is subject to rejection or additional requirements at the discretion of the Authority.
- 20.8 The minimum insurance requirements set forth in this Agreement shall not be deemed to limit the obligations of Concessionaire hereunder. The requirements of the insurance provisions listed above shall survive the expiration, cancellation, or termination of the Agreement. Applicable policies, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement.

SECTION 21. LIMITATION ON DAMAGES

- 21.1 Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall the Authority or its Representatives be liable to Concessionaire for any consequential, incidental, or special damages, or lost revenues or lost profits.

SECTION 22. AUTHORITY TORT IMMUNITY

- 22.1 Notwithstanding the foregoing or anything to the contrary herein, Concessionaire is hereby advised of the statutory immunity from tort claims applicable to the Authority and its directors, which is contained in, *inter alia*, Sections 4-3-7, 4-3-50, 4-3-47(2), and 4-3-11(2) of the Code of Alabama, 1975.

SECTION 23. INDEPENDENT CONTRACTOR

- 23.1 In conducting its business hereunder, Concessionaire acts as an independent contractor and not as an agent of Authority. The selection, retention, assignment, direction, and payment of Concessionaire's employees shall be the sole responsibility of Concessionaire. Authority shall not attempt to exercise any control over the daily performance of duties by Concessionaire's

employees, except to the extent and in the manner required by law or regulation for continued operation or certification of the Airport.

SECTION 24. UTILITIES

- 24.1 The Authority shall furnish normal heating and air conditioning from its central system without additional cost to Concessionaire.
- 24.2 The Authority shall be responsible for the source of power and costs of electric usage of the Concessionaire performing the concession at the Airport. Authority's obligation hereunder shall be limited to the availability of any required or requested utilities to the Premises, and nothing herein shall obligate Authority to provide any utility to Concessionaire that is not otherwise available to Authority. Such limitation shall also include the inability of Authority to provide utility facilities or service due to the imposition of any limit on consumption, or on the construction of additional utility service facilities, or due to the allocation or curtailment of utility facilities or service by regulation, act, or law or in any other manner beyond the control of Authority.
- 24.3 Noninterference with Utilities. Concessionaire shall not do anything, and shall not permit anything to be done, that may interfere with the utilities, including, without limitation, drainage or sewage systems, fire hydrants, heating and air conditional systems, electrical systems, domestic hot or cold water, gas, fire suppression systems, fire alarm system, or plumbing on the Premises or elsewhere in the Terminal Building. This includes preventing grease and oils from entering waste lines, drains, and sewers.
- 24.4 Concessionaire shall obtain and maintain, at its sole cost and expense, any necessary telephone, communication or data lines and/or telephone, communication or data service.

SECTION 25. ENVIRONMENTAL INDEMNIFICATION

- 25.1 Concessionaire agrees to comply with all laws, and to obey all rules, regulations, or administrative orders of agencies of Authority, the City, the County, the State of Alabama, and the United States as these laws, rules, regulations and administrative orders may now exist and as they may hereafter be adopted. Concessionaire further agrees to abide by all reasonable rules and regulations adopted by Authority relating to the protection of the environment, and provided in writing to the Concessionaire.
- 25.2 In addition to all other remedies available to the Authority under this Agreement, at law or in equity, and to the furthest extent permitted by law, Concessionaire shall indemnify, defend, and hold the Authority and its Representatives completely harmless from and against any and all, environmental claims, losses, demands, damages, obligations, causes of action, liabilities, penalties, fines, liens, judgments, costs or expenses, including but not limited to, costs of any cleanup, remediation, removal (whether or not performed voluntarily) of Hazardous Materials or Hazardous Substances, engineers' fees, environmental consultants' fees, and costs of investigation (including but not limited to sampling, testing, and analysis of soil, water, air, building materials, and/or other material or substances whether solid, liquid, or gas) imposed upon, incurred by, or asserted against the Authority or its Representatives, whether direct or indirect, known or unknown, foreseen or unforeseen that may arise on account of or in any way be connected with, related to, or are otherwise claimed or alleged to have arisen out of or in any way be related to the acts or omissions of Concessionaire or its Representatives or any other person or entity acting by or through or on behalf of Concessionaire (hereinafter, collectively, "Environmental Claims"), including, but not limited to, any and all claims under the following Environmental Laws (i) The National Environmental

Policy Act (42 U.S.C. § 4321 et seq.); (ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.); (iii) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); (iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.); (v) The Clean Air Act (42 U.S.C. § 7401 et seq.); (vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. § 1251 et seq.); (vii) The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); (viii) The Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (ix) The Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (x) The Oil Pollution Act (33 U.S.C. § 2701 et seq.); (xi) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.); (xii) The Federal Safe Drinking Water Act (42 U.S.C. § 300 et seq.); (xiii) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 et seq.); (xiv) The Occupational Safety and Health Act (29 U.S.C. § 651 et seq.); (xv) The Endangered Species Act (16 U.S.C. § 1531 et seq.); (xvi) The Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.); (xvii) The National Historic Preservation Act (16 U.S.C. § 470 et seq.); (xviii) The Coastal Zone Management Act (33 U.S.C. § 1451 et seq.); (xix) The Alabama Water Pollution Control Act (Ala. Code § 22-22-1 et seq.); (xx) The Alabama Solid Wastes and Recyclable Materials Management Act (Ala. Code § 22-27-1 et seq.); (xxi) The Alabama Air Pollution Control Act (Ala. Code § 22-28-1 et seq.); (xxii) The Alabama Hazardous Wastes Management and Minimization Act (Ala. Code § 22-30-1 et seq.); (xiii) all State environmental protection, superlien, and environmental clean-up statutes, with implementing regulations and guidelines, (xiv) all local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials; (xv) and judicial interpretations of each of the foregoing. This indemnity will survive the expiration or termination of this Agreement, and, with respect to a particular Environmental Claim, the period during which the Authority or any of its Representatives may tender a claim for indemnification to Concessionaire under this Section 25 will expire sixty (60) calendar days after the expiration of the limitation period under the State or Federal law applicable to such Environmental Claim.

- 25.3 “Hazardous Materials” or “Hazardous Substances” means and includes any element, chemical, compound, material, or substance, whether solid, liquid, or gaseous, which at any time is defined, listed, classified, or otherwise regulated in any way under any Environmental Law, or any other such substances or conditions (including mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition, or pose any threat to human health and safety. “Hazardous Materials” includes the following: (a) hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of “hazardous substance”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “acutely hazardous waste”, “radioactive waste”, “radioactive materials”, “bio-hazardous waste”, “pollutant”, “toxic pollutant”, “contaminant”, “restricted hazardous waste”, “infectious waste”, “toxic substance”, “toxic waste”, “toxic material”, or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety, or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “TCLP toxicity” or “EP toxicity”, or words of similar import under any applicable Environmental Laws); (b) any petroleum, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof or other petroleum derived substance; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto; (c) any drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources; (d) any flammable substances or explosives; (e) any radioactive materials; (f) any asbestos or asbestos-containing materials; (g) any lead and lead-based paint; (h) any radon or radon gas; (i) any methane gas or similar gaseous materials; (j) any urea formaldehyde foam insulation; (k) electrical

equipment which contains any oil or dielectric fluid containing regulated levels of polychlorinated biphenyls; (l) pesticides; (m) polyfluoroalkyl compounds, including perfluoro octane sulfonate and perfluoro octanic acid; (n) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental entity and (o) soil, or surface water, or ground water contaminated with Hazardous Materials as defined above.

SECTION 26. MAINTENANCE RESPONSIBILITIES

- 26.1 Concessionaire shall, at the Concessionaire's sole cost and expense, maintain the entire Premises and all Improvements therein, including the finishes in or on the Premises in a workmanlike manner as described and attached hereto on Exhibit C ("Maintenance Matrix") including but not limited to all furnishings, equipment, exterior facades, interior partitions, walls, ceilings, doorways, doors, floors, signs, fixtures, paint, fencing, barricades existing in or on the Premises on the Commencement Date or that Concessionaire constructed or installed as part of the Improvements, and Authority shall not in any way be called upon for such maintenance, repairs, or replacement, unless the need for such maintenance, repairs, or replacement results from acts or omissions of Authority or its Representatives. In addition, Concessionaire shall, at its sole expense and without cost to Authority, keep the Premises in good appearance, repair, and safe conditions, normal use only excepted, unless the need for such maintenance, repairs, or replacement results from acts or omissions of Authority or its Representatives. Concessionaire shall re-paint or re-cover any portions the Premises as necessary to retain its appearance as a first-class facility. All such maintenance, repairs, and replacements shall be of a quality equal to the original in materials and workmanship, and all colors shall be subject to the prior written approval of Authority. Concessionaire is responsible for damages arising from the negligence, misconduct, or malfeasance of its employees, agents, contractors, and/or visitors and their use of the Premises. Concessionaire shall keep and maintain the Premises and Concessionaire Improvements and equipment to the point of connection with any applicable roof penetrations in safe, sanitary, neat, and clean condition at all times, and remove trash, debris, junk, and other forms of litter from within and around the Premises and keep the Premises free of hazardous conditions originating from Concessionaire's occupation of and business operations on the Premises. Concessionaire will take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Concessionaire will not cause or permit accumulation of any debris or extraneous matter, including but not limited to empty pallets and/or boxes, delivered supplies, etc., outside of the Premises and Concessionaire's failure to remove such debris or matter may result in the Authority, at its sole determination and discretion and without notice, assessing penalty fees against Concessionaire, such penalty fees shall be equal to four times the current square foot rent charge for the amount of area being misused by Concessionaire outside of the Premises.
- 26.2 No Authority Responsibility. The Authority will not be responsible for the maintenance or repair of Improvements, equipment, trade fixtures or personal property owned by Concessionaire. The Authority will not be responsible for or be obligated to make any improvements to the Premises, including extension of Utilities to support renovation or improvements made by Concessionaire, which modifications shall require the prior written consent and approval of the Authority, which consent and approval may be withheld or denied by Authority in its sole and absolute discretion. The Authority reserves the right to enter and inspect the Premises at reasonable times, and to make necessary repairs to the Premises.
- 26.3 Authority's Costs. If Concessionaire fails to perform any maintenance or repair for which Concessionaire is responsible hereunder, or should maintenance or repair that would be the responsibility of the Authority be necessitated due to damage caused by Concessionaire, including by its employees, agents, contractors, and/or visitors, the Authority will make the required repairs

and bill Concessionaire for reimbursement, including the actual cost of the work plus a fifteen percent (15%) administrative fee.

- 26.4 The Concessionaire acknowledges that as of the Commencement Date, the Premises complies fully with all applicable federal, state, county, or local statutes, laws, regulations, rules, ordinances, codes, standards, guidelines, or orders, as now or at any time hereafter in effect, relating to use, enjoyment, or access to the Premises by persons with a disability, or to discrimination of such persons (“Disability Laws”) as such terms are defined by the Disability Laws, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. Seq.; and the Fair Housing Act of 1968, 42 U.S.C. 3601 et. Seq.
- 26.5 The Concessionaire warrants and represents that the Concessionaire will not violate, in connection with the use, alteration, occupation, maintenance or operation of the Premises and the conduct of the business related thereto, any Disability Law, and that the Improvements will be constructed in compliance with all applicable Disability Laws.
- 26.6 The Concessionaire agrees to indemnify the Authority and hold the Authority harmless from and against any and all losses, liabilities, damages, injuries, expenses, including the cost of alterations to the Premises to comply with any Disability Law, architectural, engineering, and accounting costs, reasonable attorneys’ fees, claims for owed penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Authority by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of violation of Disability Laws (a “Disability Laws Violation”).
- 26.7 If the Concessionaire receives any notice of any complaint, inspection by any governmental agency with lists of any noncompliance, order, citation or notice with regard to a Disability Law Violation form any person or entity (including without limitation the United States Department of Justice) then the Concessionaire shall immediately notify the Authority orally and in writing of said notice.

SECTION 27. NONDISCRIMINATION

- 27.1 General Civil Rights Provision. Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- The above provision binds the Concessionaire or its transferee from the bid solicitation period through the completion of the Agreement. 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.
- 27.2 The Concessionaire for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- 27.3 With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

The Concessionaire for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- 27.4 With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc., as appropriate) had never been made or issued.

- 27.5 During the performance of this Agreement, Concessionaire, for itself, its assignees and successor interest, agrees as follows:

- A Compliance with Regulations. Concessionaire (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B Nondiscrimination. Concessionaire, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire shall 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 C.F.R. part 21.
- C Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Concessionaire

of Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

- E Sanctions for Noncompliance. In the event of Concessionaire's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (i) Withholding of payments to Concessionaire under the Agreement until Concessionaire complies, and /or
 - (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

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

- A Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- B 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- C The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- D Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- F Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 1201, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- K Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- L Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

SECTION 28. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE).

28.1 Compliance with 49 CFR Part 23. This Agreement is subject to the requirements of DOT's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

- 28.2 Incorporation of Provision. Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- 28.3 ACDBE Goal. The ACDBE goal for this Agreement is [___%], as measured as a percentage of Concessionaire's total annual gross receipts. Concessionaire covenants that it shall make Good Faith Efforts (as defined in 49 CFR Part 23) to achieve this goal. ACDBE participation shall be counted toward this goal as provided in 49 CFR Part 23. Concessionaire agrees to submit information to the Authority as required concerning the participation of certified ACDBE firms. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the Authority that it has made Good Faith Efforts in attempting to achieve the goal.
- 28.4 ACDBE Change.
- A If Concessionaire proposes to terminate, substitute or modify the participation of an ACDBE joint venture, team member, subcontractor, or sub-concessionaire under this Agreement, prior to such change, Concessionaire shall submit for review and prior approval, to the Authority, reasonable documentation regarding the proposed change in ACDBE participation. Concessionaire shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.
 - B Before transmitting to the Authority a request for a change, Concessionaire shall give at least five (5) days' notice in writing to the affected ACDBE, with a copy to the Authority, of its intent to request the change and the reason for the request. The ACDBE may respond to the notice with the reasons, if any, why it objects to the proposed change and why the Authority should not approve the proposed change.
 - C When an ACDBE is terminated or otherwise fails to complete its work under this Agreement, the Concessionaire must make good faith efforts in accordance with the requirements of 49 CFR Part 23.25(e)(1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE. The Concessionaire shall provide the Authority with documentation of its good faith efforts within seven (7) days of the Authority's request, which may be extended for an additional seven (7) days upon request of the Concessionaire.
 - D Breach of ACDBE Obligations. Concessionaire's failure to carry out its ACDBE obligations shall constitute a material breach of this Agreement that may result in termination of this Agreement, or such other remedy as deemed appropriate by the Authority.

SECTION 29. AMERICANS WITH DISABILITIES ACT

- 29.1 Concessionaire shall comply with all applicable provisions of the Americans with Disabilities Act and any similar or successor applicable laws, ordinances, rules, codes, standards, guidelines, or regulations and shall cooperate with the Authority in connection therewith.

SECTION 30. DATA SECURITY

- 30.1 Concessionaire will establish and maintain safeguards against the destruction, loss, or alteration of Authority data or third-party data that Concessionaire may gain access to or be in possession of

performing under this Agreement. Concessionaire will not attempt to access, and will not allow its personnel access to, Authority data or third-party data that is not required for the performance of this Agreement by such personnel.

30.2 Concessionaire and its Representatives will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Company will promptly:

- A Notify Authority of such breach or potential breach; and
- B If the applicable Authority data or third-party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

SECTION 31. DEFAULT BY CONCESSIONAIRE AND TERMINATION BY AUTHORITY

31.1 Termination for Convenience. Notwithstanding the foregoing or anything to the contrary herein, the parties expressly acknowledge and agree that this Agreement may be terminated by the Authority, with or without cause, at any time during the Term hereof by providing not less than sixty (60) days' advance written notice to the Concessionaire setting forth the date upon which the Agreement shall terminate (the "Early Termination Date"). The Agreement shall thereafter terminate on the Early Termination Date as if such date was the originally fixed expiration date of the Term; provided, however, that nothing herein shall relieve Concessionaire of any obligations which accrued hereunder prior to the Early Termination Date, including, without limitation, payment by Concessioner of all Privilege Fees through and including the Early Termination Date.

31.2 Events of Default. This Agreement is entered into upon the express condition that Concessionaire shall punctually and faithfully perform all covenants, terms, and conditions set forth herein. The happening or occurrence of any one or more of the following listed events of default shall constitute a material breach of this Agreement by Concessionaire:

- A Except where a specific time period is otherwise set forth for Concessionaire's cure herein (in which event Concessionaire's failure to cure within such time period shall be a default), the failure of Concessionaire, within ten (10) days after receipt of written notice from the Authority to comply with any terms, conditions covenants, and provisions of this Agreement, including all Exhibits incorporated herein by reference, all of which terms, provisions, and covenants shall be deemed material
- B The failure of Concessionaire to (i) pay the whole or any part of the Privilege Fees and Charges agreed upon hereunder and/or (ii) submit Concessionaire's Gross Revenue Reports required hereunder within ten (10) calendar days of Concessionaire's receipt of written notice of such failure from the Authority;
- C Concessionaire's violation of any Applicable Law, rule, or regulation of the government of the United States, the State of Alabama, the County of Jefferson, or the City of Birmingham, or the violation of any rules, regulations, or requirements of any agency, branch, or department thereof (including, but not limited to, the Authority's Rules and Regulations) governing or otherwise applicable to the Concessionaire's Off-Airport Parking services as described herein.

- D Concessionaire shall file a voluntary petition in bankruptcy, or shall admit in writing its inability to pay its debts as they come due, or shall file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or Concessionaire shall file an answer admitting the material allegations of a petition filed against Concessionaire in any bankruptcy, reorganization or insolvency proceeding or under any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension;
- E A decree or order appointing a Trustee, custodian, or receiver of all or a substantial portion of Concessionaire's assets shall be made and such decree or order shall not have been vacated within sixty (60) days from the date of entry or granting thereof; or Concessionaire shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver, trustee or liquidator of Concessionaire, or any of the assets of Concessionaire.

31.3 **Remedies.** Upon the occurrence of any event or events of default by Concessionaire beyond the applicable cure period, the Authority shall have the option, at the Authority's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right available to the Authority under Applicable Law or by this Agreement:

- A **Terminate and Cancel this Agreement.** Termination shall be effective upon written notice from the Authority to Concessionaire. In the event this Agreement is terminated, all Privilege Fees and Charges and any other sums owed the Authority shall immediately become due and payable. Concessionaire agrees to pay to Authority, upon demand, the amount of damages herein provided after the amount of such damages shall have been ascertained; provided, however, that any expenses incurred by Authority shall be deemed to be a part of the damages for the month in which they were incurred. Separate actions may be taken each month or at other times by Authority against Concessionaire to recover the damages then due, without waiting until the end of the Term of this Agreement to determine the aggregate amount of such damages; or
- B Treat the Agreement as remaining in existence, curing Concessionaire's default by performing or paying the obligation which Concessionaire has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Concessionaire's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at a rate of 12 percent per annum, to the maximum extent permitted by Law.
- C No waiver by Authority at any time of any of the terms, conditions, covenants, or provisions this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or provision herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances.

- 31.4 Survival of Obligations. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. Nothing in this Article shall be construed to relieve Concessionaire of its obligations under this Agreement or applicable law.
- 31.5 Termination of Convenience (Default Rule). Notwithstanding any other provision in this Agreement, the parties expressly acknowledge and agree that if a court of competent jurisdiction determines that the Authority has wrongfully terminated this Agreement, such termination shall be deemed, for all purposes, to be a termination for convenience as permitted under Section 31.1 of this Agreement, and the parties shall be bound by the terms and conditions applicable to a termination for convenience under that Section.

SECTION 32. OBLIGATIONS IN EVENT OF DEFAULT

- 32.1 No cancellation or termination of this Agreement in accordance with the rights of either party under this Agreement to cancel or terminate shall be considered a forfeiture, such rights being a part of the consideration for this Agreement and of the essence thereof.

SECTION 33. SECURITY REQUIREMENTS

33.1 Airport Security

Concessionaire agrees to be familiar with the physical layout and general operating conditions at the Airport.

Concessionaire, and its Representatives shall, at its own expense, abide by all Transportation Security Administration (“TSA”) and all Authority security requirements, ordinances or security directive

33.2 Penalties Assessed by the TSA

Concessionaire understands and agrees that in the event the TSA assesses a civil penalty or fine against the Authority for any violation of Transportation Security Regulation or other federal statute as a result of any act or failure to act on the part of Concessionaire, or its Representatives, Concessionaire will reimburse the Authority in the amount of the civil penalty assessed plus any costs for defending the civil penalty, including reasonable attorneys’ fees. The Authority will provide Concessionaire written notice of the allegation, investigation or proposed or actual civil penalty. Failure of Concessionaire to reimburse the Authority within one hundred twenty (120) days of receipt of written notice of the assessed civil penalty shall be an event of default.

SECTION 34. RIGHT TO DEVELOP AIRPORT

- 34.1 Concessionaire acknowledges and agrees that: (1) Authority will have the right, at all times, to change, alter and expand the Airport, including the terminals, curbsides, roadways, and any designated areas of the Premises; and (2) Authority has made no representations, warranties, and/or covenants to Concessionaire regarding the design, construction, passenger, or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Concessionaire acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, construction and other Airport modifications; (b) Authority may change the location of the

Premises, and (c) Authority may from time to time adopt Rules and Regulations relating to security or other operational matters that may affect Concessionaire's Concession operations. Except in instances where changes are necessary due to emergency situations, Authority will provide Concessionaire at least three (3) calendar days written notice in advance of such changes and will coordinate with Concessionaire regarding the implementation of such changes.

SECTION 35. AGREEMENT SUBJECT TO AGREEMENTS WITH UNITED STATES.

35.1 This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport (“Grant Assurances”). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement solely as required to resolve such conflict or violation. Concessionaire further agrees that it shall not knowingly cause the Authority to violate any Grant Assurances made by the Authority to the Federal Government in connection with the granting of such Federal funds. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

SECTION 36. NOTICES

36.1 Notices to either party provided herein shall be in writing and shall be sufficient if hand delivered, sent by overnight courier service, or sent by certified or registered mail, postage prepaid, addressed as follows:

To Authority: Birmingham Airport Authority
ATTN: Vice President of Properties & Business Development
5900 Messer Airport Highway
Birmingham, AL 35212

With a copy to: Maynard Nexsen PC
Attn: Stephen Stallcup
1901 Sixth Ave N, Suite 1700
Birmingham, AL 35203
Phone: 205-254-1000
Email: sstallcup@maynardnexsen.com

To Concessionaire: [Redacted]
[Redacted]
[Redacted]
[Redacted]

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices shall be deemed to be received on the date delivered, if hand delivered, or three (3) days after mailing, if sent by certified or registered mail, or one (1) day if sent by a reputable overnight courier service.

SECTION 37. SURRENDER OF POSSESSION

- 37.1 Upon the expiration or other termination of this Agreement, the rights of Concessionaire to use the Premises, facilities, rights, licenses, services, and privileges herein granted shall cease and Concessionaire shall forthwith upon such expiration or termination surrender the same.
- 37.2 Upon the expiration or other termination of this Agreement, Concessionaire shall forthwith quit and deliver the Premises to the Authority peaceably, quietly, and in as good order and condition as the same now are or may hereafter be improved by Concessionaire, reasonable use and wear excepted, and clear of all furniture, fixtures, equipment, and decorations not affixed to the Premises, except personal property, and which can be removed without damage to the Premises, including, but not limited to, all items connected to utility systems using quick disconnects, point of sale equipment, cash registers, safes, patron tables and chairs, display tables, shelving, signage and all carts and kiosks. If Concessionaire fails to remove such items listed in this Section 37.2, the Authority may remove same at Concessionaire's sole cost and expense.
- 37.3 By the Expiration Date or upon the earlier termination of this Agreement, Concessionaire must have fully performed all of its obligations under this Agreement, including: (i) clean-up of the Premises and restoration to a condition similar to that which existed at the commencement of this Agreement, ordinary wear and tear excepted; (ii) delivery of all keys to any Improvements located on the Premises to the Authority; (iii) removal of all personal property; (iv) removal of any Improvements; and (v) performance of any other obligations required to be performed prior to termination under this Agreement. Failure to satisfy any of the above shall allow the Authority, at the Authority's sole option, to treat Concessionaire as a holdover tenant, until such time as Concessionaire has fulfilled all of its obligations under this Agreement. For the purpose of this Section 37.3, ordinary wear and tear shall not include deterioration that could have been prevented by proper maintenance practices or by Concessionaire performing all of Concessionaire's obligations under this Agreement.
- 37.4 The time for removal of any property which Concessionaire is required to remove from the Premises upon termination shall be as follows: (i) within 14 days of the Expiration Date; or (ii) if this Agreement is terminated prior to the Expiration Date, then all removal must occur within ten (10) days of the actual termination date and Concessionaire must continue to pay all Concession Fees or other fees and charges due during that period.

SECTION 38. NON-WAIVER

- 38.1 The waiver by the Authority of any breach or default of the Concessionaire of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach or default of the same or a waiver of any breach or default of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the Authority to seek a remedy for any breach or default by Concessionaire be a waiver by the Authority of its rights and remedies with respect to such or any subsequent breach or default of the same or with respect to any other breach or default.

SECTION 39. CONFLICT OF INTEREST

- 39.1 Concessionaire certifies that no board member of the Authority or other officer or employee of the Authority presently has or will have in this Agreement or in the performance hereof or any portion of the profits hereof. Any breach of this representation by Concessionaire shall constitute a material breach of this Agreement and shall be grounds for termination by the Authority.

SECTION 40. SEVERABILITY

- 40.1 In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.

SECTION 41. HEADINGS

- 41.1 Section, paragraph or subparagraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

SECTION 42. NO BROKERS INVOLVED

- 42.1 The Concessionaire warrants and represents to the Authority that no person or selling agency has been employed or retained by it to solicit or secure this Agreement or the Concession granted hereunder and that no person is entitled to receive commission, percentage, brokerage, or contingent fee arising out of or as a result of the award of this Concession.

SECTION 43. GOVERNING LAW AND VENUE

- 43.1 This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Alabama.
- 43.2 Concessionaire and the Authority each (a) expressly agrees that in the event of any dispute or disagreement that necessitates court intervention, the venue for any proceedings relating to this Agreement shall be the circuit courts of Jefferson County, Alabama or the United States District Court for the Northern District of Alabama sitting in Birmingham, Alabama; and (b) irrevocably waives any objection to the jurisdiction of such courts on the grounds of forum non conveniens or improper venue.

SECTION 44. CONCESSIONAIRE AGENT FOR SERVICE OF PROCESS

- 44.1 It is expressly agreed and understood that if Concessionaire is not a resident of the State of Alabama, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Concessionaire shall (a) appoint and maintain an agent in Alabama for the service of all process in any such proceedings at all times during which it does not maintain an office in Alabama and is not registered to do business in Alabama; (b) agrees that service upon its agent so appointed is effective and binding service upon it; (c) irrevocably consents to the service of process of any of the aforementioned courts specified in Section 43 of this Agreement on it in any such proceedings by the mailing of a copy thereof by registered or certified mail (return receipt requested), postage prepaid, to its address for notice specified pursuant to Section 36 hereof, such service to become effective when received; and (f) confirms that nothing in this Section 44 shall limit the right of any party to effect service of process in any other manner permitted by such courts or by law.

SECTION 45. ENTIRE AGREEMENT

- 45.1 This Agreement, including the attached exhibits, sets forth all the promises, covenants, conditions and understandings between Authority and Concessionaire relative to the Concession herein granted, and except as contained in this Agreement and there are no promises, covenants, conditions, or understandings, either oral or written, with respect to the Concession. Except as

herein provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon Authority or Concessionaire unless reduced to writing and signed by them.

SECTION 46. RIGHT TO AMEND

46.1 In the event that the FAA or its successors requires amendments, modifications, revisions, supplements, or deletions in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions to this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this Section, to agree to an increase in the charges provided for hereunder.

SECTION 47. ATTORNEY FEES

47.1 If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the United States Bankruptcy Code), is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. If the Authority or Concessionaire are required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Agreement requires either party to defend the other, it is agreed that such defense shall be by legal counsel acceptable to the party to whom such defense is owed.

SECTION 48. CUMULATIVE REMEDIES

48.1 Except as otherwise provided in this Agreement, all rights and remedies of either party, set forth in this Agreement, shall be nonexclusive and cumulative.

SECTION 49. TIME IS OF THE ESSENCE

49.1 Time is of the essence for each and every provision of this Agreement.

SECTION 50. AIRPORT ACCESS, SAFETY AND SECURITY

50.1 The Concessionaire and its Representatives shall be bound and shall abide by all rules, procedures, regulations and laws of all governmental bodies, including regulations and rules and procedures of the Authority, as the same may be promulgated from time to time, that relate to Airport access, security and/or safety, including the Transportation Security Administration (the "TSA") and FAA. Concessionaire understands and agrees that fines and penalties may be assessed by the TSA for Concessionaire's non-compliance with the provisions of 49 CFR §§ 1540 and 1542. In the event TSA assesses a civil penalty against the Authority for any violation of any rule, regulation, or standard as a result of any act or failure to act on the part of the Concessionaire or its Representatives, Concessionaire shall, upon demand of the Authority, immediately pay the Authority in the amount of the civil penalty assessed, plus any attorney fees associated with this incident which the Authority incurred.

SECTION 51. DATA SECURITY

- 51.1 Concessionaire will establish and maintain safeguards against the destruction, loss, or alteration of Authority data or third party data that Concessionaire may gain access to or be in possession of in the performance of this Agreement. Concessionaire will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the services of this Agreement by such personnel.
- 51.2 Concessionaire will adhere to and abide by the security measures and procedures established by Authority. In the event Concessionaire or any of its Representatives discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Concessionaire will immediately: (i) notify Authority of such breach or potential breach; and (ii) if the applicable Authority data or third party data was in the possession of Concessionaire or any of its Representatives at the time of such breach or potential breach, Concessionaire, at its sole cost and expense, will investigate and cure the breach or potential breach.

SECTION 52. FORCE MAJEURE

- 52.1 Neither the Authority nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. Notwithstanding the foregoing or anything to the contrary herein, Nothing herein shall be deemed to relieve Concessionaire of its obligation to pay the Commission Fee when due.

SECTION 53. COUNTERPARTS

- 53.1 This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. The parties agree that this Agreement may be transmitted between them by facsimile machine or email. The parties intend that faxed or scanned signatures (such as, without limitation, scanned signatures in pdf format) constitute original signatures and that a faxed or scanned agreement containing the signatures (original, faxed or scanned) of all the parties is binding on the parties.

SECTION 54. SUCCESSORS AND ASSIGNS BOUND

- 54.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

SECTION 55. INTERPRETATION OF AGREEMENT; STATUS OF PARTIES.

- 55.1 This Agreement is the result of arm's length negotiations between the Authority and Concessionaire and shall not be construed against either party. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto.

SECTION 56. NONDISCLOSURE

- 56.1 All written and oral information and materials disclosed or provided by the Authority to Concessionaire under this Agreement, including the Agreement itself (hereinafter referred to as

“Confidential Information”), will not be disclosed by Concessionaire, whether or not provided before or after the date of this Agreement.

- 56.2 The Confidential Information will remain the exclusive property of Authority and will only be used by Concessionaire for purposes permitted under this Agreement. Concessionaire will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.
- 56.3 Concessionaire will prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information. Concessionaire agrees that it will cause its Representatives who have access to the Confidential Information to comply with these provisions and Concessionaire will be responsible for the acts and omissions of its Representatives with respect to the Confidential Information.
- 56.4 Concessionaire agrees that any disclosure of the Confidential Information by Concessionaire's Representatives will be deemed a breach of this Agreement. Concessionaire agrees that in the event of any breach or threatened breach by Concessionaire of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.
- 56.5 The non-disclosure obligation imposed on Concessionaire under this Agreement will survive the expiration or termination of this Agreement and the obligation will last indefinitely.

SECTION 57. WAIVER OF CLAIMS

- 57.1 Concessionaire hereby waives any and all rights or remedies against the Authority arising out of any noise, vibration, fumes, debris and other interference that is caused by the operation of the Airport. Further, Concessionaire hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against the Authority for any kind of damages which result from the operation of the Airport, including noise or sound shock waves due to aircraft use of said Airport's facilities.
- 57.2 Concessionaire hereby waives any claim against the Authority or its Representatives for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 58. INCORPORATION OF EXHIBITS

- 58.1 All Exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the date hereinabove stated.

[CONCESSIONAIRE]

BIRMINGHAM AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Ronald F. Mathieu

Title: President & CEO

Date: _____

EXHIBIT A
PREMISES
[SEE ATTACHED]

EXHIBIT A-1
VALET STAGING AREA

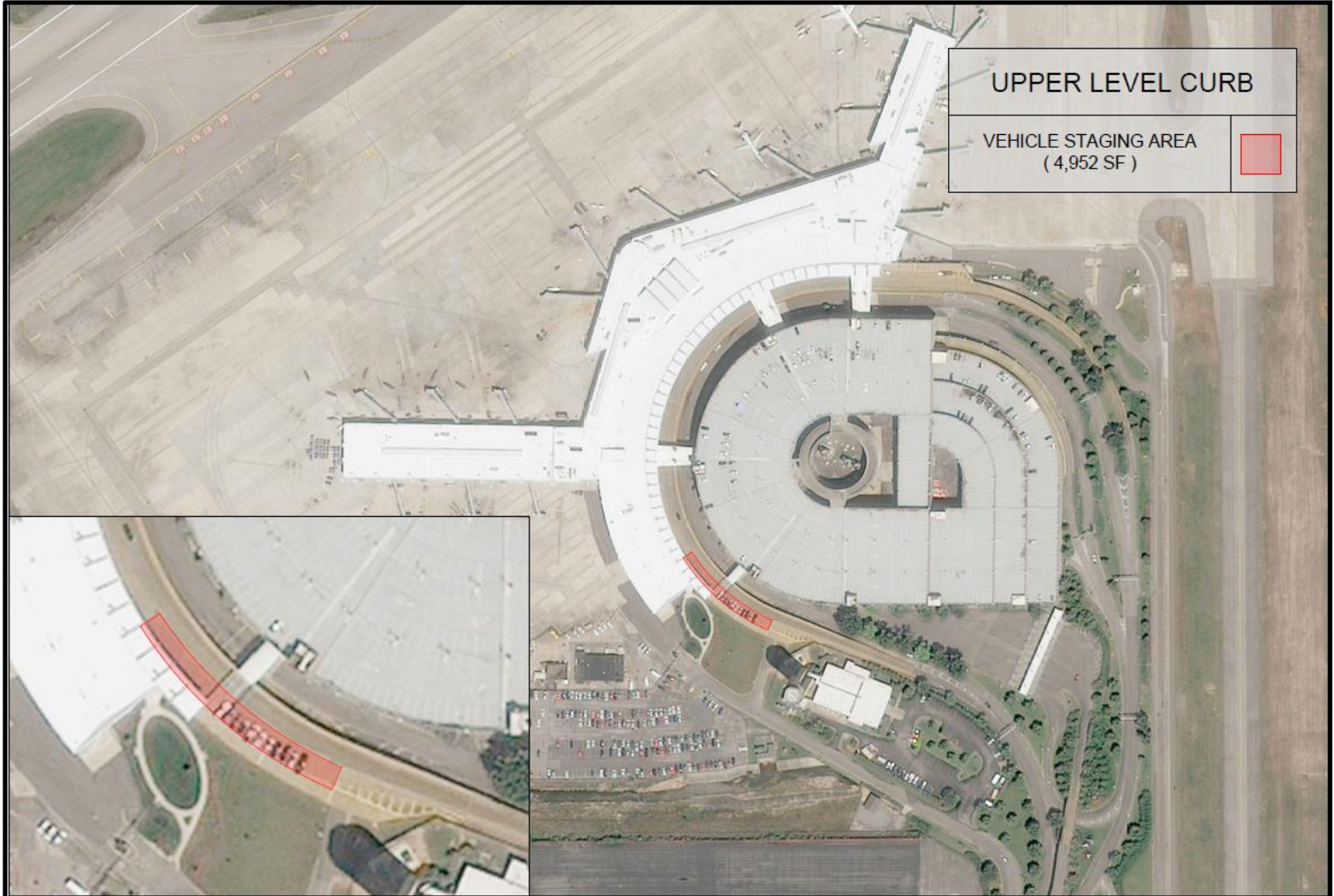


Exhibit A - Premises
Valet Staging Area



February 2025

EXHIBIT A-2
VALET STAGING AREA DIMENSIONS

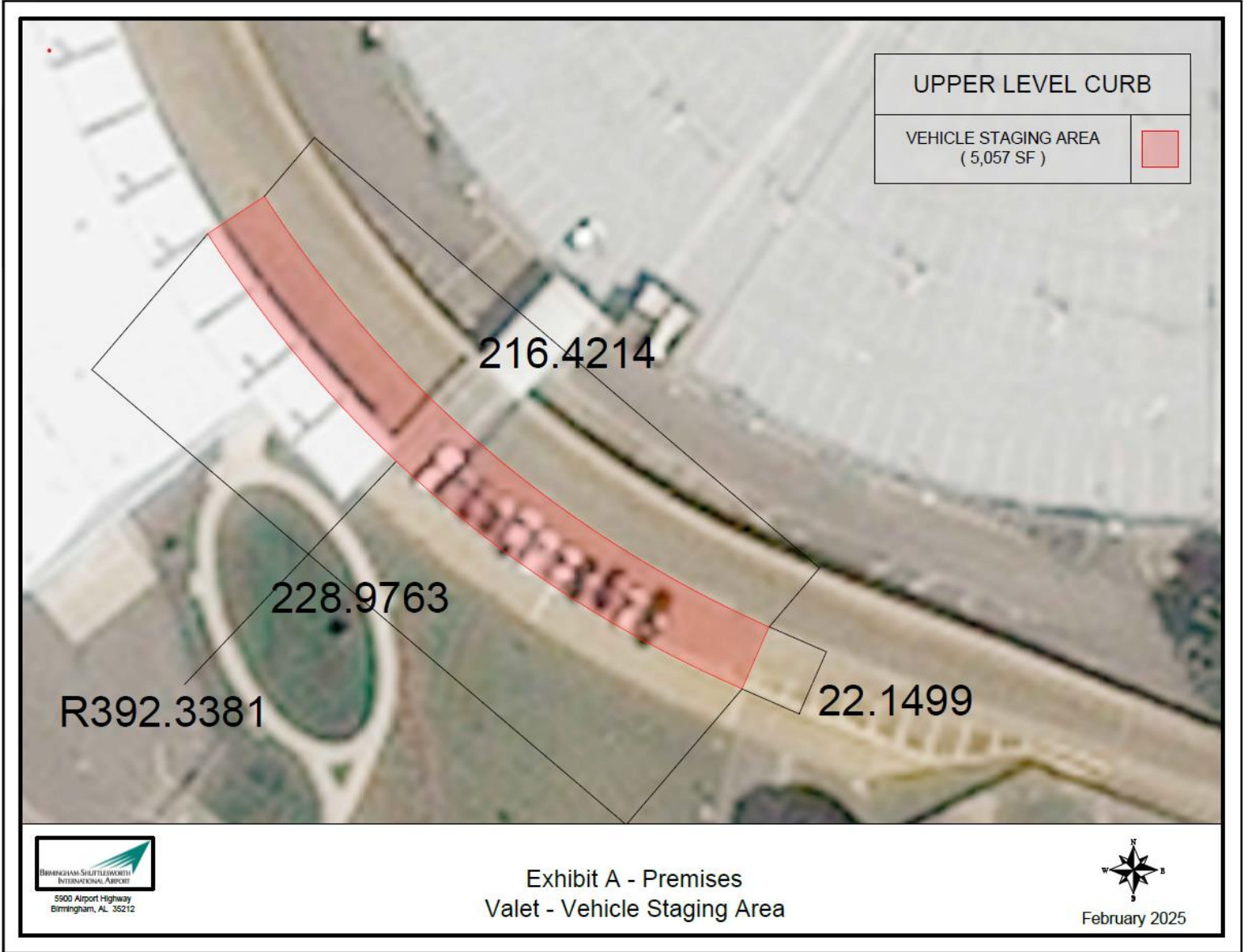


EXHIBIT A-3
VALET OFFICE AND KIOSK

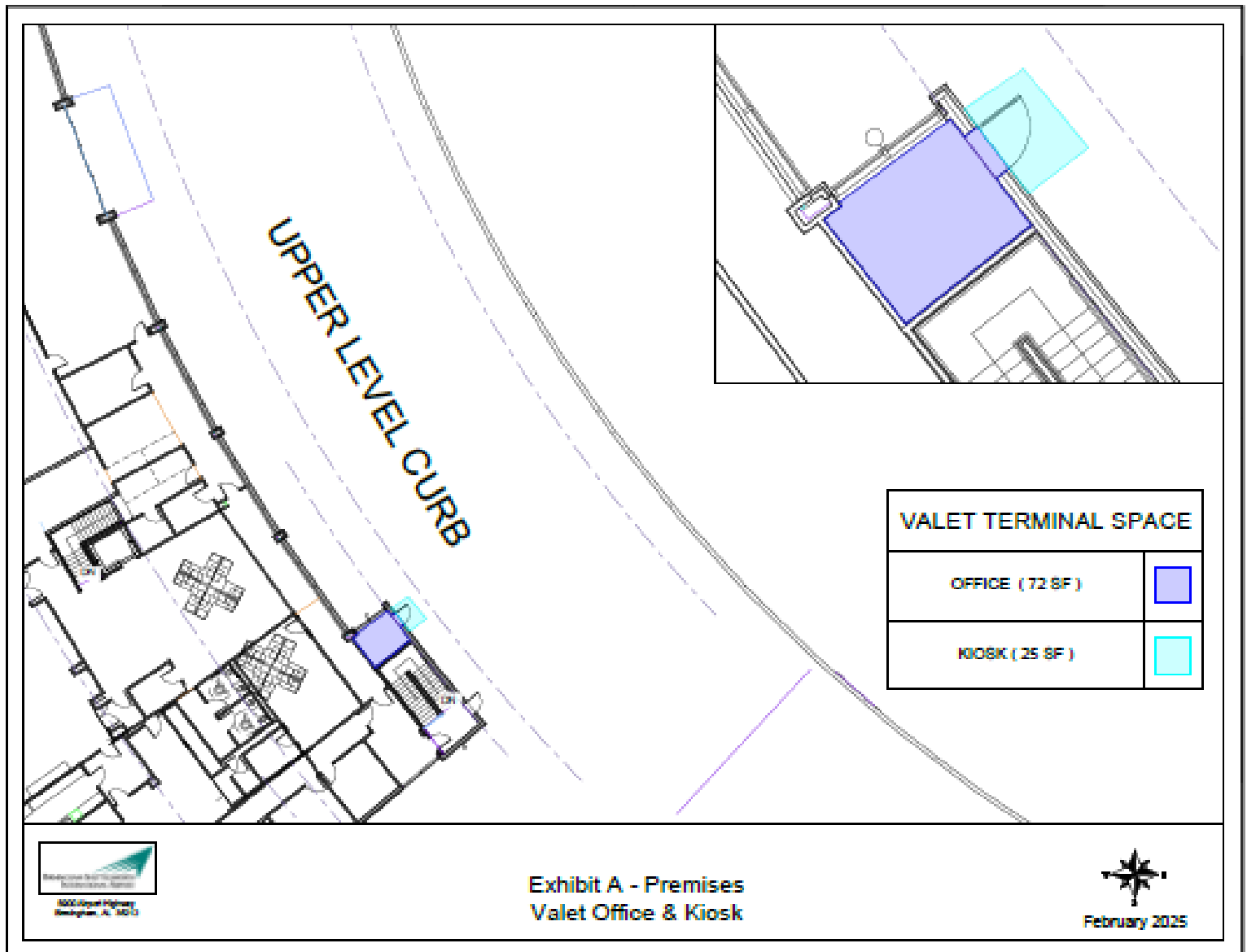


EXHIBIT A-4
VALET STORAGE AREA

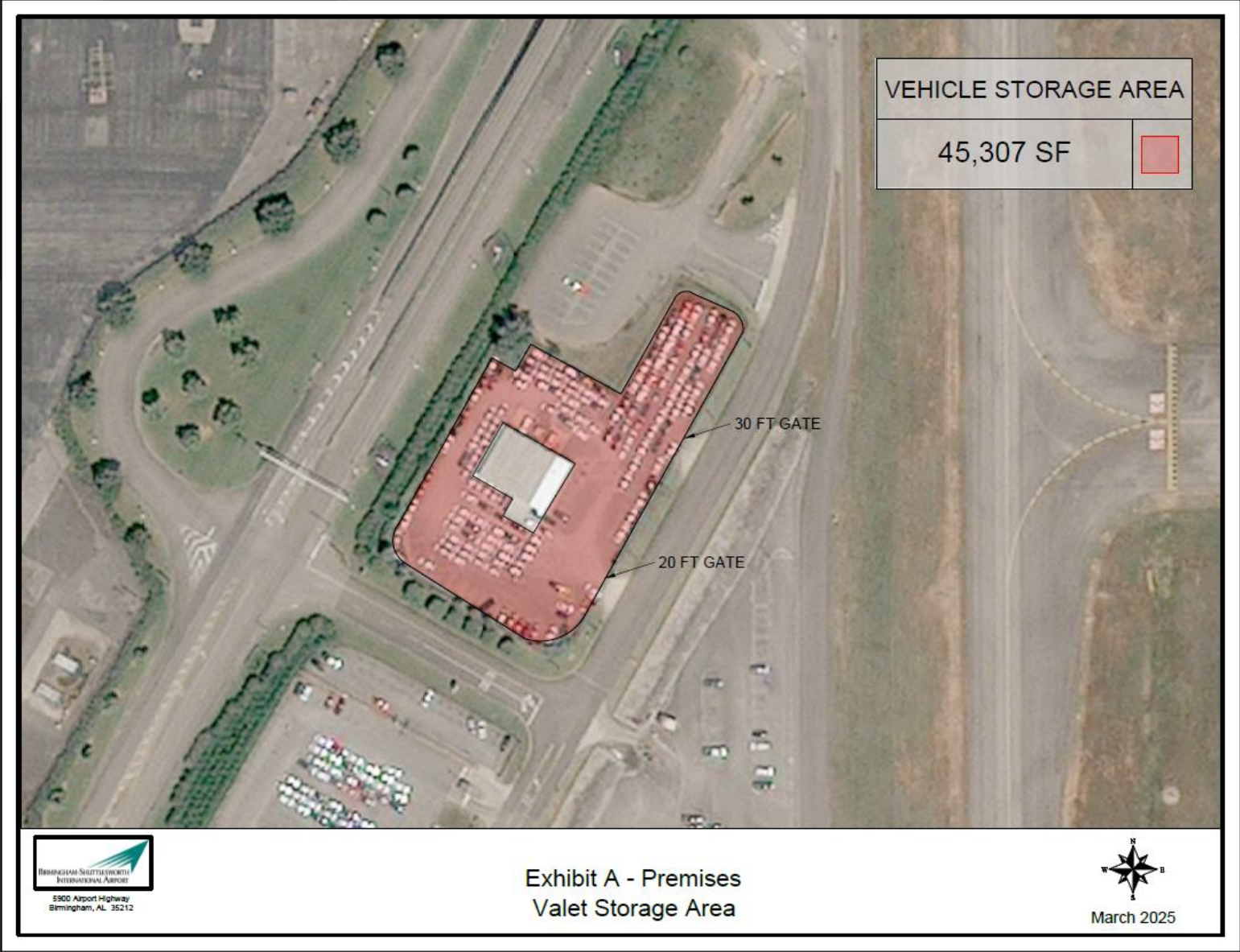


EXHIBIT B

CONCESSION STANDARDS

SECTION 1. GENERAL STANDARDS

1. Concessionaire agrees to furnish all management, labor, equipment, materials, supplies, and trained personnel, which may be necessary in order to provide the Concession, at the sole cost and expense of the Concessionaire.
2. Concessionaire shall furnish first class services on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Concessionaire shall maintain and operate the Premises in a first-class manner and shall keep the Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to Authority.
3. Concessionaire shall cause the Concession to be open to all users of the Airport, except as otherwise approved by the Authority. If Concessionaire fails to perform its obligations under the Concession Standards, Authority may, at its sole option, notify Concessionaire both orally and in writing, through electronic mail, or hand delivery of such failure of performance.
4. Concessionaire shall control the conduct, demeanor and appearance of its employees and representatives. Such employees shall be trained by Concessionaire to render a high degree of efficient service and it shall be the responsibility of Concessionaire to maintain close supervision over such employees to assure the rendering of a high standard of service.
5. Concessionaire shall, during the Term of this Agreement, be qualified to do business in the State of Alabama and shall, in addition, obtain and maintain all necessary business licenses and permits from the City of Birmingham.
6. Concessionaire shall provide a complete and proper arrangement, satisfactory to Authority, for the adequate sanitary handling of all trash, garbage, and other refuse caused as a result of the operations of the Concession and shall provide for its timely removal to the service area provided by Authority. Concessionaire shall provide and use suitable covered receptacles for all garbage, trash, and other refuse in connection with the Concession. Piling of boxes, cartons, barrels or other similar items shall not be permitted in a public area on the Airport. Authority will provide a common use trash and garbage disposal service for which Concessionaire shall pay a share of the service fee, based on usage, to be determined by Authority from time to time.
7. The Concessionaire shall charge reasonable prices for the products and services sold at the Concession as defined in the Authority's Pricing Policy as amended from time to time.

SECTION 2 SERVICE AND OPERATIONAL REQUIREMENTS

1. A claim ticket shall be issued to patrons by the Valet Operator upon entry to the Facilities. The Concessionaire shall have claim tickets readily available for inspection by the Authority for any security purposes. The ticket should include, at a minimum:
 - (a) Patron's name
 - (b) Type, make, and model of vehicle
 - (c) Date checked in and date of return
 - (d) Valet staff member name

- (e) Confirmation of Inspection of vehicle
 - (f) Vehicle inspections shall be done in accordance with FAA/TSA/Authority mandates along with the collection of customer information.
 - (g) Location where vehicle is parked.
 - (h) Other necessary information to maintain efficient operation.
2. Maintain an online valet reservation system operated by Concessionaire that gives valet customers easy access and a user-friendly booking experience. A link to the reservation system will be placed on the Airport website parking page.
 3. The Vehicle Staging Area shall be used by Concessionaire for the drop-off and pick-up of the Customer's vehicles that are utilizing the Valet Parking Concession.
 4. The staff members shall inspect all vehicles entering the Vehicle Staging Area for security purposes and for determining prior exterior damage to the vehicles in accordance with Authority guidelines.
 5. Concessionaire shall control the valet customer's keys at all times. Keys shall be maintained in a lock box matching the parking space documented on the ticket and in the valet system.
 6. Once a customer drops off their vehicle and the staff conduct the Vehicle Inspection and completes the business transaction with the Customer, the staff will immediately relocate the Customer's vehicle to the Valet Staging Area.
 7. The Concessionaire should identify the process for which customers' vehicles are moved to and from the Valet Staging Area and the Valet Storage Area.
 8. Staff should have prior knowledge of the Customer's arrival and retrieve the Customer's vehicle from the Valet Storage Area and relocate it to the Valet Staging Area. Staff shall make every effort to eliminate or minimize the Customer's "wait-time" at Vehicle Staging Area for vehicle pickup. Prior to relocating the vehicle to the Valet Staging Area, the staff shall inspect the vehicle.
 9. Allow patrons to always enter and exit the Valet Staging Area, unless otherwise approved by the Authority.
 10. Utilize an electronic tracking system to collect and distribute the following information ("Valet Revenue and Vehicle Tracking System" or "VRVTS"):
 - (a) Vehicle inventory and auditing.
 - (b) On-line transactions and other data inquiries.
 - (c) System status monitoring, reporting, and correction.
 - (d) Access control information.
 - (e) Data back-up and management for the development of manual and computer-generated reports.
 11. VRVTS shall monitor all cashier transaction activity automatically.
 12. Notify the Authority of events in which transactions are not sent to the VRVTS (i.e. the VRVTS database is off-line). Provide the Authority with the appropriate backup to substantiate the transactions that were not sent to the VRVTS the business day following the day the memory was cleared. Maintain logs of monitoring activities. Problems or faults with the VRVTS shall be reported to the Authority within six (6) hours of occurrence.

SECTION 3. CUSTOMER SERVICE

1. The Concessionaire shall accept and honor US currency, and at least the following three (3) major credit cards branded by: American Express, Visa and MasterCard for any purchase and for any amount.
2. Customer assistance should include, but not be limited to:
 - (a) “Jump start” vehicles with dead batteries.
 - (b) Inflate flat tires.
 - (c) Provide motorist assistance in driving lanes.
 - (d) Facilitate resolution of patron’s motor vehicle problems through assistance with communications or other reasonable means.
3. Once a Customer arrives for the valet of their vehicle, Valet staff shall promptly open Customer’s vehicle door(s), provide personal greeting, assist with luggage, and explain clear procedures regarding the valet service.
4. Maintain a waiver for patrons to sign before providing vehicle assistance services.
5. Promptly investigate and resolve all claims made for losses or damage to vehicles and service complaints. The Concessionaire shall provide documentation of complaints within six (6) hours of receipt. The Authority will investigate and provide documentation and its written response to Concessionaire if necessary.

SECTION 4. TRAFFIC MANAGEMENT AND SIGNAGE

1. Concessionaire shall ensure that valet vehicles do not interfere with adjacent traffic flows while parked or while entering/exiting the Valet Staging Area and/or Valet Storage Area.
2. Concessionaire shall not store or allow to be stored any vehicles or equipment of any type on the Premises.
3. Authority shall designate the entrances to the Valet Staging Area and/or on Airport roadways with appropriate signage.
4. Concessionaire shall monitor and manage all traffic and signage in designated premises by directing traffic, setting up, taking down cones or barricades, and/or replacing delineators.
5. Signage shall be clear and visible, indicating name and rates, and directions.
 - (a) Maintain and monitor all changeable message signs used in and around Premises.
 - (b) Rates shall be posted at the entrance of the Valet Staging Area.
6. Concessionaire shall not erect any sign, antenna, or construction of any nature, which may constitute a hazard to air navigation, as determined by the Authority.

7. Concessionaire shall not erect any sign, antenna, or construction of any nature without prior written approval of the Authority.

SECTION 5. FACILITIES AND EQUIPMENT MAINTENANCE

1. Perform routine, preventative and emergency maintenance, and custodial services on equipment and Premises.
 - (a) All Valet areas and equipment shall be maintained in a safe, clean, neat, orderly and attractive condition.

SECTION 6. VALET INVENTORY

1. Take and maintain an inventory of vehicles parked in the Valet Storage Area daily by tracking and logging the vehicle license plates (“License Plate Inventory”).
2. Responsible for all access media used for the Valet operation. Access media shall be audited daily, and the inventory of access media shall be performed at a minimum of once per day.
3. Must utilize a VRTS capable of providing the Authority on demand reports that are accurate, specific, and complete to the extent provided by the software.
 - (a) Reports shall be used to verify lost ticket information from patrons, providing location assistance, and marketing data needed by the Authority.

SECTION 7. DIVERSION OF BUSINESS

1. Concessionaire shall not divert or cause the diversion of any valet parking from the Airport. During the term of the Agreement and any renewal hereof, Concessionaire agrees not to own, operate, or have any financial interest in any automobile parking lot or structure within a five (5) mile radius of the Airport. For example, if Concessionaire owns or operates a vehicle parking lot within a five (5) mile radius of the Airport, and the Vehicle Storage Area is at capacity, all Valet traffic shall be directed to the Airport Parking Facilities.
- 2.

SECTION 8. EMPLOYEES AND STAFFING

1. Concessionaire shall provide valet services for public parking operations, from two (2) hours prior to the first scheduled airline departure at the Airport through one (1) hour after the last actual airline arrival or the arrival of all valet customers scheduled to arrive at the Airport (the “Hours of Operation”). The Hours of Operation shall account for any aircraft delays.
2. All Concessionaire’s operations shall be supervised by an active supervisory level position. The supervisory level position shall be available at the Premises during the Hours of Operation, or any

additional hours the Concessionaire is open for business. Said manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Premises and shall be responsible for personnel employed in the business of the Concessionaire, represent the Concessionaire in dealings with the Authority, and coordinate all activities with the Authority.

3. Concessionaire shall implement an employee training program that implements the Concessionaire's customer services standards and submit to the Authority a copy of any customer service, operational, employee training, or other operational standards, manuals, or handbooks (the "Employee Handbook"). Concessionaire shall ensure continuous adherence to Concessionaire's own standards in addition to the Authority's standards.
4. Concessionaire shall require each staff member to wear the Concessionaire's uniform and prominently display nametags and Airport Identification Badges whenever said staff are on the Airport.
5. Concessionaire shall be required to respond to any complaints, provided by a Customer or the Authority, in writing, within two (2) calendar days of receipt, with a good faith effort to explain, resolve, or rectify the corresponding problem. Concessionaire shall provide the Authority with a copy of any complaint received the same calendar day it is received by the Concessionaire and shall provide the Authority with a copy of the written response by the Concessionaire the same day it is sent to the complainant. Complaints received by the Authority shall be forwarded to the Concessionaire, who shall respond by utilizing the above procedure. Concessionaire shall be required to implement and utilize a Customer comment system (cards, telephone, internet, etc.). These comments are to be collected by Concessionaire's manager daily. Copies of all such completed comments and Concessionaire summary reports, in a format acceptable to the Authority, shall be provided to the Authority monthly pursuant to the Valet Concession Agreement.
6. In the event of an emergency, the Authority, as it deems necessary, may direct the Concessionaire to remain open beyond the Hours of Operation and provide all services and sales activities as required elsewhere herein during the emergency period.
7. To ensure staffing and proper ratios are adhered to, Company shall submit copies of employee work schedules for approval by the Authority.

SECTION 9. ADDITIONAL SERVICES

1. The Concessionaire may perform the following authorized additional services as a part of this valet parking Concession:

- (a) [_____]
- (b) [_____]
- (c) [_____]

SECTION 10. SAFETY

1. Concessionaire shall be responsible for implementing a program to be used by staff that covers the overall safety of the operation (the "Accident Prevention and Safety program"). First aid supplies

as well as fire extinguishers must be available for use as necessary. The Concessionaire shall be responsible for training all employees on the use of all emergencies, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials. All onsite accidents and incidents involving employees shall be reported to the Authority immediately and followed by written confirmation of the same containing all pertinent information and in a form approved by the Authority, within six (6) hours of the incident.

2. Concessionaire is not permitted to transfer customer vehicles without first obtaining the written consent of customer.

SECTION 11. VIOLATIONS AND FINES

The Authority may assess the below violations and fines for Concessionaire’s failure to comply with certain terms and conditions of this Agreement.

Violation	Fine
Operating the concession outside the authorized premises	\$50 fine for first violation, \$100 fine for 2 nd and 3 rd violation. Authority may terminate the Agreement after the 4 th violation.
Failure to operate the concession during the Hours of Operation	\$200 per each hour that the concession was not available.
Failure to comply with any other Concession Standard outlined in this Agreement	\$50 fine for first violation, \$100 fine for each additional violation. Authority may terminate the Agreement after continual violations.
Concessionaire provides unauthorized services to Customers	\$1,000 per day that the violation exists

EXHIBIT C

MAINTENANCE MATRIX

MAINTENANCE MATRIX OPERATIONS, MAINTENANCE AND SERVICE RESPONSIBILITIES

The following matrix identifies the responsible party (either the Authority or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified appurtenances or services in connection with the operation or maintenance of the Premises. The Authority shall not be responsible for any prior or subsequent Concessionaire modification of Authority-provided Premises, appurtenance, system or service. Concessionaire, at its sole cost, shall have the duty to restore the Premises to the original condition prior to vacating the Premises, including the de-installation of any Concessionaire modification to appurtenance, system or service, at the sole discretion of the Authority. If Concessionaire damages the Premises or misuses an Authority-provided appurtenance or system, Concessionaire will be charged for maintenance and repairs, including an administrative fee equal to fifteen percent (15%) of the costs of such repair.

- NOTE 1: All installations, repairs, replacements, or alterations undertaken by Concessionaire must first be submitted for approval by the Authority pursuant to the procedure set forth in this Agreement.
- NOTE 2: All operations, maintenance and service responsibilities in Common Areas is the responsibility of the Authority, except as noted.
- NOTE 3: The Authority is responsible for normal wear and tear and pest control in the Terminal Building. If there is damage directly attributable to Concessionaire, then Concessionaire will be responsible for the repair.
- NOTE 4: All repairs undertaken by the Authority for Concessionaire's areas of responsibility will incur maintenance and repairs costs and an administrative fee equal to fifteen percent (15%) of the costs of such repair.
- NOTE 5: Any and all damage caused by Concessionaire shall be the responsibility of the Concessionaire to repair.

BAA = the Authority; C = Concessionaire; N/A = Not Applicable

PREMISES	OFFICE and KIOSK (Terminal Building)	COMMON AREAS	VALET STAGING AREA	VALET STORAGE AREA
BUILDING – EXTERIOR				Building Not In Premises
Doors	BAA	BAA	BAA	BAA
Insulation and Weather-Stripping	BAA	BAA	BAA	BAA
Lighting Mounted on Outside of Building	BAA	BAA	BAA	BAA
Roof	BAA	BAA	BAA	BAA
Walls and Load-Bearing Structures	BAA	BAA	BAA	BAA
Windows	BAA	BAA	BAA	BAA
Area Lighting	N/A	BAA	BAA	C
BUILDING - INTERIOR				Building Not In Premises
Backwall Finish and Signage	C	BAA	C	BAA
Counter Shell/Exterior Casement, Countertops, Inside Cabinetry	C	BAA	C	BAA

PREMISES	OFFICE and KIOSK (Terminal Building)	COMMON AREAS	VALET STAGING AREA	VALET STORAGE AREA
Ceiling Tiles	C	BAA	C	BAA
Doors	C	BAA	C	BAA
Flooring: Carpet & Tile	C	BAA	C	BAA
Furnishings and Fixtures	C	BAA	C	BAA
HVAC: Building System Maintenance & Air Distribution	N/A	BAA	N/A	N/A
HVAC: Premises from Point of Connection	C	N/A	C	BAA
Interior Windows	C	BAA	C	BAA
Paint and Wall Finishes	C	BAA	C	BAA
COMMUNICATIONS				
Communication Lines/Conduit: Concessionaire-installed	C	N/A	C	C
Communication Lines/Conduit: BAA-installed	BAA ¹	BAA	BAA	BAA
SECURITY, DOOR LOCKS, LOCKSETS AND KEYS				
Locks, Locksets and Keys	C ²	BAA	C ²	N/A
Security/Access Controls	C	BAA	C	C
Fencing/Barricades	N/A	BAA	C	C
Gates, Lot Security	N/A	BAA	C	C
Pavement Striping	N/A	BAA	C	C
EQUIPMENT AND COMPUTER SYSTEMS				
Computer Room Temperature Control	C	BAA	C	C
Computer Cabinet Temperature Control	C	BAA	C	C
FIRE ALARM SYSTEM/EQUIPMENT				
Fire Alarm System	BAA	BAA	BAA	C
Fire Extinguishers ⁴	C	BAA	C	C
ELECTRICAL SYSTEM/FIXTURES³				
Bulb & Tube Replacement	C	BAA	C	C
Maintenance	C	BAA	C	C
Electrical Distribution System to Premises Point of Connection	BAA	BAA	BAA	BAA
Electrical Distribution System from Point of Connection to Premises	C	N/A	C	C
JANITORIAL/RECYCLING SERVICES⁵				
Recycling of Paper, Plastic and Cardboard	C	BAA	C	C

PREMISES	OFFICE and KIOSK (Terminal Building)	COMMON AREAS	VALET STAGING AREA	VALET STORAGE AREA
Concessionaire Premises (Floors, Counters, and Concessionaire Restroom Areas)	C	BAA	C	C
General Maintenance/Upkeep	C	BAA	C	C
Trash Removal ⁷	C	BAA	C	C
PEST CONTROL				
Rodents and Insects	BAA	BAA	BAA	C
PLUMBING AND SEWER				
Water Distribution System to Premises Point of Connection	BAA	BAA	BAA	N/A
Water Distribution System from Point of Connection to Premises	C	N/A	C	C
Sanitary Sewer System to Premises Point of Connection	BAA	BAA	BAA	N/A
Sanitary Sewer System from Point of Connection to Premises	C	N/A	C	C
Restrooms (Fixture Repair & Replacement)	C	BAA	C	N/A
SIGNS⁶				
Interior Directional Signage	N/A	BAA	N/A	BAA
Advertising and Promotional Signs	C	BAA	C	C

FOOTNOTES:

- 1 BAA will maintain connectivity to the Premises. Concessionaire is responsible for its own data circuits.
- 2 Concessionaires must use the Authority’s lock system and vendor. Cypher locks must be replaced with Authority-approved lock system.
- 3 Concessionaire is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.
- 4 Concessionaires are responsible for their own fire extinguishers and ensuring they are maintained according to City and State fire codes.
- 5 Concessionaire is responsible for transporting all items to the appropriate location for trash and recycling or contracting for trash removal services as applicable. Concessionaire has the responsibility to participate in the Authority’s recycling program.
- 6 All signs require the Authority’s prior approval. Approved signs must be properly installed.
- 7 Concessionaire shall safely and properly collect and dispose of all Hazardous Materials pursuant to the terms of the Agreement.

EXHIBIT D

PRICING AND PRODUCT STRUCTURE

<u>Service</u>	<u>Fee for Customer</u>	<u>Concession Fee</u>
[_____]	[\$_____]	[_____%]
[_____]	[\$_____]	[_____%]
[_____]	[\$_____]	[_____%]

EXHIBIT E

INSURANCE REQUIREMENTS

Each of the below insurance policies are subject to the terms, conditions, and insurance requirements set for in Section 20 of this Agreement and shall further: (i) provide that coverage is primary and non-contributory; (ii) include a waiver of subrogation; and (iii) the Authority at least thirty (30) days prior written notice of any cancellations or modification thereof. The Authority shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies.

Additional Insureds provision shall read as follows: Birmingham Airport Authority, City of Birmingham, Alabama and their respective officers, directors, board members, council members, commissioners, agents, and employees.

In accordance with the above, and in strict compliance with the terms, conditions, and insurance requirements set for in Section 20 of this Agreement, Licensee shall at all times during the Term of this Agreement maintain, at its own cost and expense, the following minimum levels and types of insurance coverage:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory for Coverage A
Employee's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
Requirements:	<ol style="list-style-type: none">1. Voluntary Compensation Endorsement2. Waiver of Subrogation3. 30 Days' Notice of Cancellation to Certificate Holder
General Liability	\$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Property Damage, Personal Injury, and Advertising Each Occurrence \$5,000 Medical Payments
Requirements:	<ol style="list-style-type: none">1. XCU Perils Coverage2. Completed Operations Extended and Extended Reporting – Statute of Repose*3. Broad Form Property Damage4. Building/Contents Coverage5. Fellow Employee Coverage6. Mobile Equipment Endorsement7. Primary & Non-Contributory8. Waiver of Subrogation9. 30 Days' Notice of Cancellation to Certificate Holder10. CG2010 and CG2037 Endorsements11. Contractual Liability applicable to Licensee's indemnification obligations

* Such General Liability Coverage must be provided on an Occurrence Form or, if on a Claims

Made Form, the Licensee must purchase “extended reporting” coverage, which will provide coverage to respond to claims until the expiration of the applicable statute of repose.

Business Automobile \$2,000,000 per occurrence combined limit for bodily injury liability and property damage

Requirements:

1. Covers owned, non-owned and hired autos
2. On-airport automotive liability both licensed and unlicensed
3. Primary & Non-Contributors
4. Waiver of Subrogation
5. 30 Days’ Notice of Cancellation to Certificate Holder

Professional Liability \$1,000,000

Cyber Liability & Data Storage \$1,000,000

1. Network Security Liability Coverage
2. Privacy Liability Coverage
3. Digital Asset Protection Coverage
4. Media Liability Coverage
5. Cyber-Extortion Coverage
 - a. Extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies, (e.g., Bitcoin etc.).
6. First and Third-party Business Interruption and Dependent Business Interruption Coverage
7. Data Breach Response Coverage
8. **NO EXCLUSION** for Cyber Terrorism Coverage
9. Waiver of Subrogation
10. Primary & Non-Contributors
11. 30 Days’ Notice of Cancellation to Certificate Holder
12. Extended Reporting Coverage – Statute of Repose*

* Such Cyber Liability Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the Licensee must purchase “extended reporting” coverage, which will provide coverage to respond to claims until the expiration of the applicable statute of repose.

Crime Coverage \$1,000,000

Requirements:

1. Third-Party Client Property Coverage
2. Primary & Non-Contributors
3. Waiver of Subrogation
4. 30 Days’ Notice of Cancellation to Certificate Holder
5. (If Claims Made basis) - Extended Reporting Coverage – Statute of Repose

Fire and Extended Coverage Full replacement value on any equipment, fixtures, or other personal property utilized as part of the Licensee’s Services.

Requirements:

1. Primary & Non-Contributors
2. Waiver of Subrogation
3. 30 Days' Notice of Cancellation to Certificate Holder
4. (If Claims Made basis) - Extended Reporting Coverage – Statute of Repose

EXHIBIT F

ACDBE REPORT

**BHM Non-Car Rental
ACDBE Compliance Report**

Instructions:
Complete one report for each separate Agreement held with the Authority. Report total gross revenues and total goods and services purchases during the reporting period/quarter (ACDBE and non-ACDBE). Complete all cells for each ACDBE vendor. Report purchases and revenues for the Birmingham-Shuttlesworth International Airport only.

[Please submit this report to rveney@ftvbhm.com](mailto:rveney@ftvbhm.com)

Prime Concessionaire Information:

Company Name: _____ Reporting Period/Quarter: 10/1/2024 to 9/30/2025

Agreement # _____

Quarterly Goods/Services Purchases: (Birmingham-Shuttlesworth International Airport Location Only)

Vendor Name	Goods/Services Provided	New Vendor (Yes or No)	ACDBE (Yes or No)	Gender	Race	Quarterly Spend / Payments				YTD Spend
						Quarter 1 (Oct 1 - Dec 31) 2024	Quarter 2 (Jan 1 - Mar 31) 2025	Quarter 3 (Apr 1 - Jun 30) 2025	Quarter 4 (Jul 1 - Sept 30) 2025	
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Total ACDBE \$ Goods/Services Purchases:						\$ -	\$ -	\$ -	\$ -	\$ -

FY Good/Services Vendor Count

Fiscal Year End Vendor Count (ACDBE)	0
Fiscal Year End Vendor Count (Non-ACDBE)	0
Count of <u>New</u> Vendors this Fiscal Year:	0

Total Gross Revenue:	\$ -	\$ -	\$ -	\$ -	\$ -
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The undersigned representative of the Concessionaire has reviewed the information submitted on this statement and confirms that it is true, correct and complete.

Preparer's Name: _____ Date: _____

Email: _____

Phone Number: _____

EXHIBIT G

MONTHLY STATEMENT OF GROSS RECEIPTS

[See Attached Form]



Email Report to both:
Remit Report & Payments to:

Birmingham Airport Authority
receivables@flybhm.com
properties@flybhm.com
 5900 Messer Airport Highway
 ATTN: Finance Department
 Birmingham, Alabama 35212

MONTHLY STATEMENT OF GROSS RECEIPTS
 BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT
 (INSERT OPERATOR NAME)

Month: _____ Year: _____

Transaction Days Detail

Length of Transaction (# of Transaction Days)	# of Transactions (per Month)	Total Transaction Days (per Month)
1		0
2		0
3		0
4		0
5		0
6		0
7		0
8		0
9		0
10		0
More than 10		0
TOTAL	0	0

Gross Revenues from Valet Parking _____
 Percentage Fee - [____] _____
 Percentage Fee Payable _____
 Total Remitted _____

Gross Revenues from Additional Services _____
 Percentage Fee - [____] _____
 Percentage Fee Payable _____
 Total Remitted _____

Number of Valet Parking Transactions _____
 Number of Additional Services Transactions _____
 Average Length of Stay during the Calendar Month _____

I certify the amounts above to be correctly stated to the best of my knowledge and to have been properly calculated and paid in accordance with the terms of the Agreement.

Signature _____ Date _____ Email _____

Prepared _____ Title _____ Phone _____

EXHIBIT H

PROPOSAL