



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. RFP-2026-11

FOR

MASTER CONCESSIONS

FOR

**NORTHWEST FLORIDA BEACHES INTERNATIONAL
AIRPORT (ECP)**

**PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
6300 WEST BAY PARKWAY, SUITE A
PANAMA CITY, FLORIDA 32409
PHONE: (850) 636-8950
www.iflybeaches.com**

June 8, 2026

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I. INTRODUCTION & RFP TERMS

A. General Information

The Panama City-Bay County Airport and Industrial District (“District”) d.b.a. Northwest Florida Beaches International Airport (“ECP” or “Airport”) is requesting proposals from qualified Vendors to provide Master Concessionaire services for all vending, food and beverage (including full-service restaurant and bar), coffee shop, and retail shops.

ECP is seeking partnerships with a Master Concessionaire to enrich visitors’ first impressions of Northwest Florida, home to the world’s most beautiful beaches. The District intends to award one contract for the overall concession operations.

B. Background

The District is governed by a Board of Directors consisting of seven members appointed by the City of Panama City Beach Commission (2), City of Panama City Commission (2), Bay County Commission (2), and the Walton County Commission (1), with each member serving a four-year term. The District is an independent special district pursuant to Chapter 189, Florida Statutes, and operates in accordance with Federal Aviation Administration and State of Florida requirements and guidelines. Chapter 2010-274 and 2005-311 of the Florida State Statutes contain the full text of the enabling legislation for the District, an independent special district with no taxing authority.

The District Board of Directors meet monthly, generally on the fourth Wednesday of the month at 9:00 AM, Central Standard Time. Meetings are publicly advertised and available on the District’s website. All meetings are conducted in accordance with Florida Statutes, Government-in-the-Sunshine Law.

The District is supported by revenue generated from its operations with fees collected from sources such as airline use, concessions, lease agreements, rental car concessions, parking, hangar leases, and building and land leases. The District collects no ad valorem (property) taxes; therefore, no local tax money is used in airport operations, development, or expansion.

The District owns approximately 4,000 acres that is home to general aviation aircraft and helicopters, commercial airlines and charter services, two Fixed Base Operators (FBO), T-hangars, corporate and general aviation hangars, aircraft maintenance/repair facilities, and flight schools. The airfield consists of one 10,000-foot runway and an Air Traffic Control Tower. In calendar year 2024, there were 86,764 flight operations and the Airport served 1,878,945 total airline passengers.

C. Term

The resulting Master Concessions Agreement will be effective for a term of five (5) years, and may be renewed at the discretion of the District for a term of four (4) years at the same terms and conditions. The Master Concessions Agreement (“Agreement”) is included herein as Attachment B. The contract start date is anticipated to begin on September 1, 2026.

D. Procurement Officer

The Procurement Officer is the sole point of contact for this RFP. All email inquiries shall contain the solicitation number and title in the subject line of the email. All inquiries shall be addressed to the following:

Gerri Lynn Faircloth
Contracts and Procurement Manager
 Panama City – Bay County Airport and Industrial District
 6300 West Bay Parkway, Box A
 Panama City, Florida 32409
 Email: procurement@pcairport.com
 Phone: 850-636-8950

E. Timeline of Events

The table below contains a timeline of events for this solicitation. All Respondents shall become familiar with the dates. If changes are made to the timeline an addendum will be issued to the RFP. It is the Respondent's responsibility to monitor for any changes to this timeline and to submit replies on the date and time specified.

Timeline of Events		
Event	Date	Time (CT)
Request for Proposal (RFP) launches on: <ul style="list-style-type: none"> • DemandStar: www.demandstar.com • ECP Website: www.iflybeaches.com • Bay Co. website: www.publicnoticesbaycountyfl.gov 	June 8, 2026	N/A
Mandatory Pre-proposal/Site Visit	June 23, 2026	10:00 AM
Deadline for Vendor Questions	June 26, 2026, 2026	5:00 PM
Posting of Answers to Vendor Questions	June 30, 2026	5:00 PM
PUBLIC MEETING – PROPOSAL OPENING Airport Admin Office 6300 West Bay Parkway, Box A Panama City, Florida 32409	July 15, 2026	2:00 PM
Evaluation Scoring Period	July 16 – 31 , 2026	N/A
Short List Posting (if needed)	August 3, 2026	5:00 PM
Respondent Presentations (if applicable) & Evaluator Meeting	August 18-19, 2026	TBD
Monthly Board Meeting -Review and Approval of Recommendation by Board of Directors	August 26, 2026	9:00 AM
RFP Award	August 26, 2026	5:00 PM
All times are Central Time, late submittals will not be accepted.		

F. Pre-Proposal Meeting/Site Visit

A mandatory Preproposal/Site Visit Meeting will be held on the date and time specified in the Timeline of Events. There will be a sign in sheet for all prospective Respondents to sign. If a vendor does not sign in and submits a proposal it will be deemed non-responsive. The Preproposal/Site Visit Meeting will be held in the Airport's Conference Room. The Conference room is located on the first floor of the Terminal building near baggage claims and the rental car desk. Before leaving the Procurement Manager will validate parking for Respondents in attendance.

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II. PROPOSAL CONTENT AND ORGANIZATION

Respondents shall limit submittals to the requested and essential information as required by the content of this RFP. The District will not be responsible or reimburse any cost associated with the development of proposals, interviews and/or presentations.

To maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below.

Please submit one (1) original copy, three (3) paper copies, one (1) electronic copy in Adobe PDF format on a USB storage drive and a redacted copy, if applicable, if content is considered proprietary or confidential. Proposals should have a table of contents, tabbed sections as specified, and all copies shall mirror the original.

A. Mandatory Compliance Review

For a Proposal to be considered for evaluation, and Respondent(s) to be considered for an award, Respondent(s) must:

1. Be registered to do business in the State of Florida or attest to having registration completed before execution of the Agreement;
2. Must have performed similar services for a minimum of five (5) years for which services were performed within the last ten (10) years;
3. Provide all mandatory submittals and forms specified throughout this RFP; and
4. Provide a letter of intent attesting to the ability and guarantee to meet the insurance and bonding requirements set forth in this RFP, which must be signed by an authorized representative.

Failure to comply with these mandatory elements will result in a Proposal being deemed non-responsive.

B. Technical Proposal Content

Responsive Proposals shall be independently reviewed and scored utilizing the information submitted in accordance with the RFP. Evaluators will be provided score sheets with the criteria described in Section III, Scoring Criteria and Evaluation.

TAB 1: Proposed Concessionaire Concepts

1. The Proposal must include a letter of transmittal attesting to its accuracy, signed by an authorized individual on behalf of the Respondent to include Respondent's name, address, telephone number and email address, the name of the executive whom has the authority to make decisions and serve as the point contact for the District during the procurement process as well as the subsequent agreement, if awarded. This can be one person or Respondent may identify separate individuals for this provision.
2. Respondent must provide detailed history of Respondent's experience in the field with details demonstrating that it is fully competent and capable to perform the services with a minimum of five (5) years prior experience in marketing, development, operating, and management of food & beverage facility(ies), retail, and vending service concession operations at airports, other transportation facilities, shopping centers, hospitals, convention centers, or with governmental entities within the past ten (10) years. Respondent must provide evidence that Respondent has the necessary skills, experience and capacity to fulfill the requirements of a concession agreement.

3. Respondent must provide a list of existing food, and beverage, retail and vending obligations (whether leased or owned) in operation over the last five (5) years with contact information for landlords/lessors, where applicable. Respondent must provide Respondent Attestation, Form 1, certifying the information provided within is true and accurate and Respondent understands the expectations and requirements specified in this RFP.

TAB 2: Management, Organization, and Business Information

1. Respondent must provide the proposed Resident Manager's resume of experience. If the Resident Manager has not been identified at the time of Proposal submission, provide a summary of the qualifications and experience required.
2. Respondent must provide a list of comparable projects managed by the proposed Resident Manager, if known at the time of proposal submission.
3. Respondent must provide a detailed description of the management structure and operating program (including staffing plan) to be used in the operation of this concession. Please describe the relationship of the local operating staff into the corporate structure if part of a larger corporation. Respondent may use charts, pictures, and diagrams as necessary.
4. Respondent must describe your company's customer service philosophy and the ongoing training of staff that will be utilized during the Agreement.

TAB 3: Financial Statements and Responsibility

Respondent must demonstrate financial responsibility and must demonstrate a net worth that will sustain the business operations that are required to be performed and maintained. Respondent shall submit the following information as appropriate to their submittal for the past five (5) calendar/fiscal years.

1. Respondent shall include audited financial statements if available. If no audited financial statements are available for Respondent, Respondent shall provide any reviewed financial statements issued by a Certified Public Accountant (CPA). If there are no audits or reviews of financial statements available, Respondent shall respond by stating that no audit or review has been performed, therefore no documentation attached. In that case, Respondent shall provide financial statements, including balance sheets and income statements, for the past five (5) years prepared in accordance with generally accepted accounting principles (GAAP) and tax returns for the past five (5) years. If the Respondent is a new joint venture, each of the participants included in the response shall provide the financial records above.
2. The Airport reserves the right to request additional financial information from any Respondent.
3. If a Respondent submits financial statements for a parent company and is thereafter awarded the Agreement, the parent company shall be required to also execute the Agreement, such that it is bound jointly with the Respondent/subsidiary to the obligations of the Agreement. A

parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Agreement to be awarded.

4. Respondent acknowledges by submitting a proposal that any existing debt or previous default on an agreement with the District and/or agreement from the past five (5) years may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous agreement with the District may be cause for rejection of the proposal.
5. Respondents must include a statement declaring whether the Respondent has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court, and the status of each occurrence. If the Respondent or any principal have ever had a bond canceled, provide a separate statement indicating the conditions and resolution of the matter.

TAB 4: Capital Improvements to Concession Space

Provide a conceptual plan (i.e. drawings or depictions of intended modifications for the food & beverage, retail, and vending concessions service areas (CSA) or the portion thereof proposed to be developed by the Respondent. Provide a detailed description of the conceptual plan and marketing strategy. The minimum requirements of all Capital Improvements shall include, but not limited to, the following:

1. The proposed layout of the concession space;
2. Front elevation of the proposed conceptual plan;
3. Architectural style, general design, color scheme, signage, and themes;
4. Proposed facility design, including type of construction, compliance with Federal Aviation Administration or Transportation Security Administration design limitations, in accordance with [AC 150/5360-13](#) and the general appropriateness of the themes and concepts reflected of the Bay and Walton County markets;
5. A design and description of any proposed kiosks, carts or free-standing concession stands;
6. Proposed equipment and furnishings;
7. Utility connections; and
8. The approximate square footage cost that will be invested for each CSA (existing and new space).

TAB 5: FOOD, BEVERAGE AND VENDING - Menu, Pricing Program and Level of Service

Identify and describe how the Respondent will meet the desired menu, pricing and level of service standards identified by the District in the Scope of Services, including the following:

1. Promoting menu concepts that include local, national, or regional branding; healthy food choices; and alcoholic beverages. Local businesses, the community, and the culture of Northwest Florida should be promoted. Menu offerings should address the medical needs, dietary restrictions, and cultural differences of customers/passengers with options such as vegetarian, vegan, gluten-free, halal, etc.
2. Ensuring that proposed offerings include, at a minimum, considerations of:
 - Pricing;
 - Quality, variety, and creativity of product offerings;

- Strategy of the proposed concept;
 - Local offerings that reflect the area and culture;
 - Kid-friendly menus suitable for toddlers through adolescents; and
 - Detailed descriptions of all proposed menu items.
3. Ensuring alcoholic beverage options available for on-premises consumption include a wide variety of nationally recognized brands.
 4. Meeting the 40% local participation threshold in section 6.03 of the Agreement.

TAB 6: RETAIL - Proposed Retail Offerings, Pricing Program, Level of Service

Identify and describe how the Respondent will meet the desired retail offerings, pricing and level of service standards identified by the District in the Scope of Services, including the following:

1. Providing travel necessities and national, regional, and local branded merchandise. Offerings should provide a variety of items that are typically found at full-service airport retail shops across the nation.
2. Provide proposed product offerings, including quality, variety, and creativity, which shall include apparel and merchandise that identify destination towns, landmarks, or venues such as 30A, Panama City Beach, Florida Emerald Coast, Pier Park, etc. Describe your reasoning and strategy for the concepts proposed. Include local offerings that reflect the area and culture and a proposed price list.
3. Meeting the 40% local participation threshold in section 6.03 of the Agreement.

TAB 7: VENDING: Vending Options and Pricing

Identify and describe the proposed product offerings for vending, including the following:

1. The concept of products proposed and the strategy or reason for the offering, including quality, variety, and creativity of product offerings.
2. The proposed price list.
3. The number of vending machines being proposed and proposed locations.
4. Proposed vending machine type, i.e. food, necessity items, beverages.
5. Schedules for restocking offerings.
6. Meeting the 40% local participation threshold in section 6.03 of the Agreement.

TAB 8: CUSTOMER SERVICE AND UPDATES

Respondent shall explain in detail the process for all concessions with regard to the following:

1. Describe customer service philosophy and types of training provided to personnel.
2. Process for handling customer complaints and the reporting of these complaints to the District.

3. Proposed schedule for refreshing menus and/or retail offerings, if applicable.
4. A proposed schedule of pricing reviews during the life of the Agreement.

TAB 9: MARKETING PLAN

Provide a detailed description of how the concession will be marketed to ECP customers and passengers. Description shall include methods and proposed strategy for maximizing projected revenue and proposed annual marketing budget.

TAB 10: DISCOUNT PROGRAM

Propose an employee discount program and/or military discount program for food, non-alcoholic beverages, and retail products for each CSA for which the discount would apply. The rate of discount may vary between food/beverage versus retail. Employees will be required to present an active airport employee badge to receive any discount offered, and likewise military ID can be required for the military discount. All sales must be recorded as employee discounted sales. The discount programs can be the same or different. If no discount program is to be proposed, please notate in this section of the Proposal.

TAB 11: TIMELINE

1. Describe the time frame for proposed construction of improvements/renovation of the proposed food and beverage, retail, and/or vending concession space to include project commencement and official opening date.
2. Provide a description of how food and beverage service will continue to be provided to the public during construction and proposed renovations.
3. Provide a proposed schedule for operations of the concessions. The schedule should meet the requirements the District specified in the Scope or Work.
4. Provide a plan with a timeline for transition from current concessionaire, if applicable.

C. Minimum Annual Guarantee & Concession Fee Proposal

Each Respondent must submit a price for the Minimum Annual Guarantee (MAG) utilizing the Financial Proposal in the RFP. The MAG will be due to the District regardless of the amounts earned by the Respondent, excluding any provisions allowed in the Agreement. Proposals must include the minimum amount Respondent intends to pay to the District on an annual basis.

Additionally, the Proposal shall include a schedule of Concession Fees proposed, listed with concession type and percentage of concession fee to be distributed to the District. At a minimum the Concession Fees shall be no less than 10% for each type of concession being considered in this RFP. These must be broken out as follows:

1. Percentage of Gross Sales - Food & Beverage (non-alcoholic)
2. Percentage of Gross Sales - Alcohol
3. Percentage of Gross Sales - Retail
4. Percentage of Gross Sales - Vending

Should the concession fees exceed the MAG on a monthly basis, Respondent shall pay the excess to the District each month.

The Financial Proposal must be submitted in a **separate, sealed envelope marked “Financial Proposal.”**

D. Mandatory Form Requirements

The following forms MUST be completed by the Respondent and submitted with the Proposal. Failure to submit these forms may cause the Proposal to be deemed nonresponsive. However, the District reserves the right to waive any minor irregularity if it is in the best interest of the District to do so.

1. FORM 1 - Certification of Mandatory Responsiveness
2. FORM 2 - Non-Collusion Affidavit Form
3. FORM 3 - Anti-Lobbying Form
4. FORM 4 - Debarment Certification
5. FORM 5 - Trade Restriction Certification
6. FORM 6 - Acknowledgement of Addenda (still required if none are issued)
7. FORM 7 - Sworn Statement Pursuant to Section 287.133 (3)(A) F.S. on Public Entity Crimes
8. FORM 8 - Drug Free Workplace

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III. SCORING CRITERIA AND METHODOLOGY

A. Evaluation Committee

All Responses will be reviewed by the Procurement Officer to verify that the mandatory elements as described in this RFP are met. All technical elements of the Proposal will be scored by the Evaluation Committee. The Evaluation Committee is typically three (3) members of the District staff and/or Board of Directors appointed by the Executive Director. This number is subject to change depending on the RFP. Utilizing the criteria provided herein, the Evaluation Committee will score each Proposal independently based on the content of the Proposal. After compiling the technical scores, presentation scores and the financial scores will be added and an overall aggregate score will be calculated.

At the sole determination of the Evaluation Committee, top-ranked Respondents from the initial scoring round may be required to make a demonstration or participate in an interview regarding their proposed solution.

1. If the Evaluation Committee desires demonstrations or interviews, this will provide an opportunity to clarify or elaborate on the Proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
2. If demonstrations or interviews are requested, the Purchasing Officer shall schedule the time and location of these meetings and notify the selected firms. Presentations shall be limited to 30 minutes, including the question-and-answer period and may not include the provision of food or beverage samples. The meetings shall assist the Evaluation Committee in selecting the most qualified firm(s) for this RFP. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.
3. If the Evaluation Committee determines that demonstrations or interviews are needed the District shall release an addendum with a finalized schedule with the scoring criteria. The scores from the original evaluation and from the demonstrations or interviews shall be averaged to determine the final scoring.
4. If the Evaluation Committee desires demonstrations or interviews, the Respondent may include up to five (5) individuals to attend this meeting. If more than five (5) individuals are present at the demonstration or interview, the District shall only allow five (5) individuals entry.

Based on the final ranking of the Evaluation Committee, the Respondent with the highest cumulative score will be recommended for award to the Board of Directors during the monthly Board Meeting. Recommendation of award will be made in accordance with specifications of this RFP, in line with the rules, laws and regulations of the Federal government, the State of Florida, and the District's purchasing policy.

B. Proposal Scoring

Proposals that pass the mandatory responsive items will be evaluated and scored based on the technical and financial response so defined within this section. Characteristics that will positively affect the score include, but are not restricted to, whether the Proposal addresses all required criteria, clearly describes what the Respondent intends, demonstrates a clear understanding of the District goals and objectives and shows commitment to those goals and objectives, adds additional value, and exceeds minimum requirements in ways beneficial to the District. Characteristics that will negatively affect the score include, but are not restricted to, whether a required criterion is not sufficiently addressed, RFP requirements that are simply restated (which does not provide evidence of understanding) and plans and technical solutions that are high risk.

Evaluators will enter the assigned score for each criterion into a worksheet that corresponds to the evaluation requested content in Section II. Proposal Content and Organization, with each evaluator completing a separate worksheet for each Respondent proposal.

Proposals will be evaluated based on the Respondent's attention to the information requested in this RFP. The District does not have to consider any information about an area if it is not included in the tabbed order as specified in Section II. Proposal Content and Organization. Below is the score sheet that will be provided to evaluators.

EVALUATOR SCORE SHEET		
Respondent: _____		
EVALUATION CRITERIA	AVAILABLE POINTS	EVALUATOR SCORE
MINIMUM QUALIFICATIONS 1. Required five years' experience 2. Certifications 3. Material request included with Proposal	PASS/FAIL	
A. OVERALL CONCEPT 1. Capital Improvements to Concession Space (Tab 4) 2. Food, Beverage and Vending (Tab 5) 3. Retail (Tab 6) 4. Vending (Tab 7) 5. Customer Service and Updates (Tab 8) 6. Timeline (Tab 11)	42	
B. MANAGEMENT AND QUALIFICATIONS 1. Proposed Concessionaire Concepts (Tab 1) 2. Management, Organization and Business Information (Tab 2) 3. Financial Statements and Responsibility (Tab 3)	15	
C. MARKETING 1. Marketing Plan (Tab 9) 2. Discount Program (Tab 10)	5	
D. FINANCIAL PROPOSAL 1. Monthly Annual Guarantee (20 Points) 2. Food & Beverage Sales (non-alcoholic) (5 Points) 3. Alcohol Sales (5 Points) 4. Retail Sales (5 Points) 5. Vending Sales (3 Points)	38	
TOTAL:	100	

C. Technical Evaluation

The total scores from each evaluator for Evaluation Criteria A, B, and C on the Score Sheet will be tabulated to determine a Technical Evaluation Score.

D. Financial Proposal

The Respondent that submits the highest (MAG) will receive the maximum number of points allotted for that criterion. All other Financial Proposals will receive a relative number of points in accordance with the formula below.

Similarly, the Respondent that submits the highest percentage of sales for each category will receive the maximum number of points allotted for that criterion. All other Financial Proposals will receive a relative number of points in accordance with the formula below.

Any fractional points .5 and above will be rounded up to the nearest whole number. Any fractional points .4 and below will be rounded down to the nearest whole number.

$$\begin{aligned} & \text{Highest Value} - A \\ & \text{Proposer's Price} - B \\ & \text{Total Possible Points for Price} - C \\ & \text{Points Earned by Proposer} - D \\ & \underline{(B / A)} \times C = D \end{aligned}$$

As an example, if the highest percentage of gross sales offered for Retail Sales is 12%, and the second highest offer is 9%, the highest offeror would receive 5 points in this category and the second highest offeror would receive 4 points. $(9 / 12) \times 5 = 3.75$ points.

E. Aggregate Score

An Aggregate Score will be calculated using Technical Evaluation points + Financial Proposal points.

F. Ranking

Each Respondent will receive a ranking based on the Aggregate Score from highest to lowest. The Respondent that receives the highest Aggregate Score will be ranked number one (1), and so on and so forth.

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IV. SCOPE OF SERVICES

A. Intent

The District desires to secure a non-exclusive Master Concessionaire to provide the highest level of service and products for vending, food and drink, and retail (news and sundries) at the Northwest Florida Beaches International Airport.

The District intends to award the contract to one successful Respondent to meet or exceed the District's needs as specified herein. The goal of this RFP is to offer Concessions across all areas of the Terminal to capitalize on the varied offerings available and to provide customers with a broader range of choices.

The goal of the Concessions program is to offer a diverse selection of high-quality local and national brand food and beverage products at competitive prices that deliver a positive customer experience. Concepts and offerings should reflect the culture and character of the region. No geographic preference will be applied in evaluation or award. Proposals will be evaluated on customer experience, concept quality, and operational viability.

Due to the limited amount of concession space, Respondents are encouraged to maximize utilization of each Concession Space Area ("CSA") to make the customer experience as much of a "one stop" shopping experience as possible.

Retail CSAs should include products that are nationally recognized along with local products and apparel that promote and represent the region. Sub-units within the CSA are encouraged to bring a focus to specific national and regional product lines. Respondents are encouraged to offer as wide a variety of products as possible within the CSA areas to maximize the product offerings for the customer and generate the highest sales. Like the food and beverage CSAs, "one stop" shopping is the desired approach. If there are additional products that exceed the desired offerings outlined for a CSA, Respondents are encouraged to include as much as is reasonably feasible without compromising the core requirements.

The Airport's overall goal for this concession solicitation is to provide the public with outstanding quality and variety of appetizing food and drink choices that appeal to contemporary public needs and preferences. Vending locations are intended to provide an attractive alternative during the times when concessions are open but a customer may want a simple alternative, as well as to support operating staff and passengers when concessions are closed. Therefore, Respondents are encouraged to offer vending options that should include meal-level food alternatives, hot and cold drinks, and traditional snack options or retail items. Prices for vending items shall not exceed street rates +10%.

The District is committed to ensuring not only a strong presence of national brands, but encouraging a commitment to local and regional brands and products. Therefore, at least forty percent (40%) local participation is required. Local participation means businesses and brands that are within a 100-mile radius of the Airport. This does not include a local business reselling nationally branded product. Local participation must be authentic and not a created local name reference generically operated by the Concessionaire. If a local restaurant, coffee venue, or bar is being proposed, the branding, menu, products, and pricing must be consistent with local locations. Local participation is measured by satisfying at least one of the following:

- a) As a percentage of square footage of the total package, whether subcontracted, subleased, or representation of product placement.
- b) As a percentage of the products offered (e.g. 4 local beer taps out of 10).

B. Airport Information

American, Delta, Southwest and United Airlines provide commercial air transportation to various locations from Northwest Florida Beaches International Airport. The table below reflects this passenger growth and provides enplanement/deplanement data from the last five (5) years at ECP.

	2024	2025
Enplanements Total	942,123	968,662
Deplanements Total	936,822	968,562
Passenger Total	1,878,945	1,937,224

Due to the increase in traffic at ECP, the District has expanded an area of the Terminal that provides additional seating, concession areas and gates. The CSA included in the Terminal Buildout will allow for the preparation of food and beverages as well as a dining area. The awarded Respondent will be required to finish the newly constructed area to include materials, supplies, and labor to ensure the area is designed and finished in a manner acceptable to the District. The new area buildout shall comply with all applicable building regulations and standards. The buildout areas will be included in the services requested in this RFP.

C. Administration, Locations, Historical Data

The Master Concessionaire will be responsible for all aspects of the Master Concession Agreement within the area(s) designated by the District. The awarded Respondent is required to follow all outlined components of this scope of services which includes maintaining CSAs as well as coordinating and communicating with District Staff.

1. Administration

The Master Concessionaire shall provide all management, administration, clerical, and supervisory functions required for the effective and efficient performance of the concession services, and shall have the sole responsibility for the supervision, daily direction and control of the personnel.

The Master Concessionaire shall supply the District with any requests for reports regarding sales, employment data, ACDBE and/or miscellaneous reports as requested.

The Master Concessionaire will be required to attend periodic performance meetings that will be held at a time and place to be designated by the District. The intention of these meetings is to provide a forum for the District and Master Concessionaire to identify areas of concern and work together on a resolution in a timely manner.

Master Concessionaire will be required to attend all Tenant meetings, which are typically held the fourth week of the month following the District Board Meeting.

a. Point of Sales System

1. Master Concessionaire will be required to utilize a Point of Sale (POS) system for each CSA. Multiple systems are acceptable; however, it will be necessary that the system reports be consolidated into one monthly activity report which will be presented to the District along with the required payment. The POS system(s) must be able to record and summarize all transactions by products, time of day, and location for each CSA in addition to the summary report.
2. Master Concessionaire may have offerings such as remote ordering capabilities. Respondents should include a detailed description of the proposed system and the benefits it would provide, and how it interrelates to the POS system. All remote orders must be included in the gross revenue reconciliation.
3. Featured options such as self-checkout or automated QR codes for ordering and/or payments, use of alternative payment forms such as GooglePay or ApplePay, and other technology-based customer services that will improve customer flow and encourage customers participation to increase convenience and efficiency are encouraged. These technology services should be outlined in the Proposal.

b. Accounting and Reporting

1. Monthly Financial Payment Report: Each month, within ten (10) days following the end of the calendar month, Concessionaire must submit to the District a detailed monthly report to include, at a minimum, the following:
 - i. Gross revenues by CSA to include all gross sales, discounted sales, refunds/returns, employee discounts by CSA, military discounts (if applicable), catering sales, and a roll-up total of all CSA reports.
 - ii. A breakdown of gross sales the categories to which the Percentages Fee applies and the applicable fee times the gross revenues in each category.
 - iii. The required monthly roll up package MAG (if applicable).
 - iv. The new amount due the District compared against the MAG (if applicable) and any overage or shortage for the month against the MAG (if applicable.)
2. Monthly Operations Report shall be provided to the District monthly, including financial information mentioned in Item b above:
 - i. A summary by line item of all sales for the month for each CSA;

- ii. A summary of transactions and gross revenues for all hours of operation for each CSA;
- iii. A listing of slow sale products by CSA;
- iv. A detailed list of complaints received by time for each CSA and the resulting response/corrective action, including the date and time of such response/corrective action. Please include the responsible party(s) if noted in the complaint and include a copy of the complaint if there is such a record; and
- v. Other information as requested by the District.

c. Communication

The Master Concessionaire shall coordinate with the District's Contract Manager during the entirety of the contract and have routine communication with the District as necessary. If there are changes in law or business industry standards that the District is unaware of during performance of the resulting contract, the Concessionaire shall immediately relay this information to the District. The District and the Master Concessionaire will determine the best approach to any changes that are needed and will modify the services to reflect these changes through an amendment to the concession's agreement.

2. Location and Size of Concession Service Areas

The Master Concessionaire will operate in multiple areas throughout the Airport.

To have a complete understanding of the scope of services and the areas of service, Exhibit I, Current Concession Service Areas, depicts the locations of the leased CSA. Master Concessionaire shall lease space based on the square footage listed in the chart below:

LOCATION ID	PRE/POST SECURITY	RETAIL CSA	SQUARE FOOTAGE
CSA1	Pre	Level 1 –Retail Shop	+/- 660
CSA2	Pre	Level 2 – Retail Shop	+/- 553
Storage	Post	Retail Storage Caged Area 1	+/- 100
Storage	Post	Retail Storage Caged Area 2	+/- 120
Storage	Post	Retail Storage Caged Area 3	+/- 80
Storage	Post	Retail Storage (Triangle Room near TSA)	+/- 121
CSA3	Post	Level 2 – Retail Shop - Unfinished	+/- 325
FOOD, BEVERAGE AND VENDING CSA			
CSA4	Pre	Level 1 – Restaurant/Lounge	+/- 753
Prep	Pre	Level 1 – Kitchen	+/- 469
CSA5	Post	Level 2 – Restaurant/Lounge	+/- 710
Prep	Post	Level 2 – Kitchen	+/- 710
Storage	Post	Level 2 – Storage (behind current operating restaurant and kitchen)	+/- 800
CSA6	Post	Level 1 – Snack Bar (Gates 6 & 7)	+/- 272
CSA7	Post	Level 2 – Kiosk (Current Coffee Shop)	+/- 275
N/A	Post	Level 1 -- Vending Locations	TBD

Storage	Post	Level 1 – Restaurant Storage with Freezer/Fridge	+/- 1007
Storage	Post	Level 2 – Restaurant Storage (behind current Level 2 Restaurant/Lounge)	+/- 800
CSA8	Post	Level 2 – Restaurant/Lounge - Unfinished	+/- 1611
CSA9	Post	Level 2 – Restaurant - Unfinished CSA 2	+/- 325
CSA10	Post	Level 2 – Restaurant - Unfinished CSA 3	+/- 325

3. Existing Concessionaires and Sales History

Currently, the food, beverage, and vending contract is under one master agreement with First Class Concessions that commenced on May 1, 2010, and expired on February 28, 2026. The Current retail concessions contract is with Tailwinds, LLC (which began as a lease with Gary Wakestein & Associates and subsequently assigned to Tailwinds) on May 1, 2010 and expired on February 28, 2026. The tables below outline sales reported by Concessionaires dating back three (3) years through current operations.

FOOD & BEVERAGE				
Month	2022	2023	2024	2025
January	\$230,408.46	\$218,241.66	\$245,294.00	223,635.53
February	\$210,937.55	\$212,674.69	\$271,182.36	\$254,704.44
March	\$417,322.07	\$399,120.18	\$474,905.98	\$530,164.20
April	\$403,866.22	\$466,018.47	\$500,081.33	\$533,497.31
May	\$455,961.14	\$470,557.25	\$579,212.85	\$634,830.21
June	\$463,922.87	\$561,133.84	\$694,358.09	\$751,879.81
July	\$514,278.11	\$616,494.53	\$725,899.90	\$759,343.97
August	\$445,418.42	\$501,096.71	\$540,445.64	\$596,624.77
September	\$326,443.82	\$380,218.46	\$400,673.00	\$442,781.08
October	\$309,881.81	\$393,823.25	\$389,634.81	\$449,429.31
November	\$281,541.63	\$300,960.19	\$300,910.43	\$356,286.98
December	\$255,270.02	\$262,421.44	\$285,997.79	\$328,647.71
Total:	\$4,315,252.12	\$4,781,760.67	\$5,414,592.21	\$ 5,861,825.32

RETAIL				
Month	2022	2023	2024	2025
January	\$50,419.74	\$91,307.00	\$112,848.69	\$108,836.91
February	\$77,780.32	\$91,619.03	\$120,492.48	\$118,332.43
March	\$139,628.42	162,510.17	\$255,789.40	\$268,076.59
April	\$146,632.51	\$192,458.23	\$249,022.36	\$276,636.19
May	\$181,779.46	\$222,277.33	\$294,889.28	\$344,471.53
June	\$29,232.32	\$277,252.88	\$383,498.47	\$396,152.07
July	\$242,346.65	\$343,904.69	\$387,878.84	\$424,877.79
August	\$194,944.74	\$270,064.35	\$287,277.73	\$323,765.74
September	\$150,626.54	\$197,282.75	\$201,852.37	\$241,523.05
October	\$151,025.11	\$196,554.95	\$195,596.86	\$248,405.37
November	\$121,845.55	\$140,879.55	\$142,826.01	\$179,945.09
December	\$103,925.53	\$117,320.26	\$133,349.49	\$156,016.97
Total:	\$1,590,186.89	\$2,140,921.02	\$2,765,321.98	\$3,087,039.73

The District is providing sales history, but this information is not intended to represent future sales. Each Respondent should make its own evaluation as to the potential sales that could be acquired.

D. Property Management

1. Capital Investment and Development Plans

The Concessionaire shall present plans for a concession layout to accommodate the goals and objectives of the District as discussed in the sections above. It is anticipated that the Master Concessionaire shall provide a detailed capital investment plan to include the current CSAs and the newly constructed facilities.

Concessionaire(s) shall understand the existing conditions with which they must work, the utilities to be provided and the points of connection within the Terminal Building, and any other building issues that could affect the build-out of concession space. The District shall have no obligation to agree to any adjustments to financial terms or build-out requirements after the Master Concessions agreement is executed. Failure by any Concessionaire to understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing the terms of the Master Concession Agreement.

A preliminary design shall be submitted with Proposal for all CSAs. The District does not have a set design standard; however, shall consider the current design scheme at the Airport.

Upon award and within 60 days of the execution of a Master Concession Agreement, the Concessionaire shall submit final design(s) for all CSAs to the District Executive Director for approval, unless a different timeframe is previously agreed upon. If the

District requires changes to the final submittal, the Master Concessionaire shall have 30 days to implement the revisions and resubmit for final approval.

Master Concessionaire shall maintain clean, modernized look and make appropriate upgrades throughout the term of agreement. Refurbishment and replacement shall include at least repair and replacement related to ordinary wear and tear of facilities and equipment.

Master Concessionaire shall assume all costs and expenses necessary to maintain the concession locations in an attractive and inviting condition.

Prior to construction or modification, the Concessionaire(s) must comply with all plan submittal requirements and obtain the District's approval of facility designs and finish materials for all improvements and modifications. The District is not requiring an arbitrary minimum investment per square footage; however, Respondents should include designs that meet the Airport's level of design and finish. The Concessionaire(s) shall comply with all applicable accessibility requirements in the American with Disabilities Act and in all other federal, state, and local laws, rules and regulations.

E. District and Concessionaire Responsibilities

The District and the Master Concessionaire will need to coordinate closely as improvements are being completed during the development. District and Master Concessionaire responsibilities are identified below. Each CSA shall include any requirements that may be needed for operations, for example a list of connections such as plumbing, electric, phone jacks, etc.

The District will generally be responsible for providing the following:

- a. Heating, ventilation and air conditioning supply ducting will be installed to the CSA that will be enough to support to the space for normal requirements. Where possible, locations will be coordinated with the approved design. The base supply will not be sized to support equipment that generates excessive heat. Any supplemental HVAC system required will be the Concessionaire's sole responsibility.
- b. Domestic water will be installed to the CSA, if required, and sized adequately to support the concession.
- c. A fire line sufficiently sized for the intended use of the space will be installed to the CSA, if required..
- d. A main sewer line sufficiently sized for the intended use of the space will be installed to the CSAs.
- e. Electrical service will be provided to the CSA to support the intended use of the space.
- f. Natural gas can be made available. If the intention is to utilize natural gas at any CSA, the Master Concessionaire will be responsible for all connections from that CSA to the closet housing the natural gas supply line.

The Concessionaire will be responsible for providing the following:

- a. Flooring installed in accordance with the proposed design.
- b. Tie-in to existing or grease trap installation, where required, will be maintained by the Concessionaire.
- c. If applicable, any demolition or construction of existing CSA is permitted only if approved in writing by the District.
- d. All wall finishes shall be in accordance with the approved design. .
- e. All ceiling finishes will be in accordance with the proposed design..
- f. Wrapping of the penetrations in the walls abutting the public space and in accordance with the approved design.
- g. Interior and exterior signage for the CSA.
- h. Lighting shall be in accordance with approved design.
- i. All furniture, equipment, and fixtures in accordance with the approved design.
- j. Television, phone, and any secure internet service required.
- k. Point of sale (POS) systems and/or any other electronic system approved by the District.
- l. Graphics in demising walls.
- m. District approved blade signs with CSA identifiers.

F. Operations

1. Staffing

An assigned general manager, one for food and beverages and alcohol, and one for retail, with overall responsibility for that category, and that individual must live within thirty (30) miles of ECP unless otherwise agreed to in advance by the District's Executive Director. Unit managers should be designated for CSA and may be responsible for more than one CSA. When the general manager or a unit manager is not on duty, a qualified alternative employee must be designated as the manager on duty and have the corresponding decision-making authority to make decisions in the absence of the manager. Respondents will include the staffing plans for all hours of operation as outlined in this RFP for each CSA in their Proposal. Respondents will include an organizational chart that represents the management and operational structure to support the ECP program for each package, including subtenants and subcontractors. All staff must be trained to meet the requirements of their position. Respondents will outline in their Proposal the plan for recruiting, initial training, and recurrent training programs offered.

2. Service

Each Concessionaire's employees will provide timely, attentive, and friendly service during all hours of operation. Orders will be taken promptly and in a friendly and courteous manner and delivered in reasonable time periods so as not to inconvenience the customer. Processing payments will be prompt, and sales receipts will be properly itemized and provided to all customers. Concessionaires are not allowed to pass any Concession Percentage Fee on to customers. Vending machines will be monitored and filled daily and products that have reached their expiration dates must be removed and replaced in a timely manner.

Each Respondent will be expected to staff each CSA with dedicated employees trained for that unit. An organization chart outlining the local structure and corporate support structure that is being proposed to support the concessions in all service areas. If proposing on retail, food and beverage and vending, the information should be footnoted on each section of the proposal.

All employees must be trained to be proficient in the use of the POS and the remote ordering systems (if applicable) and to perform their roles and responsibilities in each unit prior to assignment and will receive recurrent training through the term of the agreement. Respondents should include an outline of the respective training programs in detail in their proposals.

Each concessionaire will have an up-to-date Operations Manual on-site and available.

3. Hours of Operation

- a. Concessionaire will be open and provide all services required under this Agreement three hundred sixty-five (365) days a year with appropriate staffing levels that are enough to serve Passenger needs.
- b. The post-security concessions must be open for service at the time the security checkpoint opens, meaning the staff has cleared security, set up for service, and is ready for customers. The post-security concessions will remain open until fifteen (15) minutes after the last flight departure, meaning the actual flight departure and not the scheduled flight departure (i.e., remain open during delays). If the delayed flight involves limited passengers, Concessionaires may agree to close some operations; however, one food and beverage and one retail location located in the affected concourse must remain open until fifteen (15) minutes after the actual departure.
- c. The pre-security concessions must be open for service thirty (30) minutes prior to the security checkpoint opening, meaning staff has set up for service and are ready for customers. The pre-security concession will remain open until forty-five (45) minutes after the last flight arrival, meaning the scheduled flight arrival time and not the actual flight arrival (i.e., not required to be available for delays).
- d. During irregular operations, the food and beverage concessions may offer a reduced menu; however, the reduced menu must be clearly displayed in the dynamic menu board.
- e. The Executive Director has sole discretion to waive or modify the hours of operation on a location-by-location basis. Such a waiver must be in writing and is subject to revision or rescission by the Executive Director at any time afterwards.

4. Deliveries and Delivery Hours

Concessionaires will abide by District's approved concessions delivery plan, which may be modified from time to time, setting specific time periods and inspection procedures for clearing deliveries through the Airport security checkpoint as is currently the practice or any alternative methodology as approved by TSA and the District. Delivery processing through the checkpoint will be scheduled for non-peak passenger throughput times to alleviate checkpoint congestion, thus benefiting TSA officers, Airport passengers, and concessionaires. Unauthorized deliveries through the security checkpoint will not be permitted unless approved in advance by the District

in writing. The District reserves the right to develop a Central Receiving and Distribution Center (CRDC) during the Term of the agreement that may require all deliveries and in-Terminal distribution of goods and products to be centrally received, stored temporarily, and distributed. The District will consult with the concessionaires about developing such an operation. Any fees or cost reimbursement associated with the operation of the CRDC will be recovered from the concessionaires and other applicable Terminal users.

5. Storage

Storage for the food and beverage Concessionaire is provided near the TSA checkpoint on the secured side of the Terminal. This storage area is equipped with a walk-in freezer and refrigerator.

A storage area is also provided for the retail Concessionaire in the Airport Identified Storage Area and within the area caged and assigned to retail concessionaire which is located within the secure side of the Terminal. Concessionaire will pay the District for the storage at the same lease rate mentioned in Lease Space, above.

If additional storage is available, the Concessionaire must pay for that area per the fees that were established by the District established by the District.

6. Marketing

Concessionaire will develop, implement, and maintain a marketing and promotion program that will effectively promote to all ECP users, visitors, and tenants that list the food, beverage, retail, vending and catering services offered by the concessionaire.

7. Sanitation, Hygiene, Cleanliness

Concessionaire will keep the CSA and the surrounding public use areas, including seating within the CSA, reasonably free of debris, trash, discarded packaging material, or soiled cleaning supplies (e.g., rags and buckets) originating from Concessionaire's operations or customers. Concessionaire will ensure that all equipment, walls, floors, counters, tables, displays, and other horizontal and vertical surfaces are cleaned and sanitized frequently, and that employee areas and food preparation areas are cleaned daily.

Concessionaire will keep the CSA free of hazardous conditions, will keep public areas around the CSA free of hazardous conditions originating from Concessionaire's operations, and will notify the District promptly of other hazardous conditions in the CSA. Concessionaire will monitor areas within the CSA to ensure that they are kept clean and orderly, and that trash is not allowed to accumulate. Concessionaire will ensure that all its employees conform to the employee standards set forth above and in the concessionaire's Operations Manual and adhere to personal hygiene and health requirements established by Concessionaire's policy and by federal, state, or local laws, rules, regulations and/or ordinances.

G. Maintenance and Repairs within CSA

1. Maintenance

Master Concessionaire will, always and at its sole expense, keep the CSA and all improvements in the CSA, including furnishings, fixtures, and equipment provided by the Master Concessionaire and/or the District, in a safe, neat, clean, and orderly condition and appearance, normal wear and tear expected. Without limiting the generality of the foregoing, the Master Concessionaire will, at its sole cost and expense, be responsible for performing the following:

- a. Providing janitorial services, cleaning supplies, sanitizing services, cleaning of all glass surfaces in the CSA, floor treatment, wall cleaning, rubbish, and trash removal to the central collection point designated by the District.
- b. Replacement of light bulbs for any fixtures that are added to the CSA after execution of the Agreement.
- c. Cleaning of stoppages in sinks, plumbing fixtures, and drain lines to the first “clean-out” outside the CSA.
- d. Cleaning and maintaining the fire suppression system and related components required over the cooking appliances (e.g., grill, fryer), including required periodic inspections.
- e. Maintaining hand fire extinguishers in accordance with applicable safety codes.
- f. Maintaining electrical loads within the designed capacity of the CSAs electrical system. Prior to making any change in the electrical loading which may exceed such capacity, Master Concessionaire will first obtain the District’s written consent.
- g. Master Concessionaire will be responsible for the installation, maintenance (including filters), and cleaning of any grease trap used in the operation of its concessions and for all maintenance on exhaust hoods being used in the CSAs.

Upon termination of this Agreement, the Master Concessionaire will deliver the CSA, and any modifications or equipment thereon, including all improvements, furnishings, fixtures, and equipment included as part of the agreement will transfer ownership to the District, at no additional cost, in its original condition, normal wear and tear excepted. Any personal property of the Master Concessionaire not included in the agreement, or not funded by the District, will be removed at the termination date of the Agreement at the sole expense of Master Concessionaire and the CSA restored to its original condition, normal wear and tear accepted.

2. Repairs

The District will keep the structural components of the CSA (including the building floor, walls, and roof), and the District-provided mechanical systems serving the CSA (i.e., main HVAC, plumbing, and electrical) in good repair, subject to Concessionaire’s maintenance obligations set forth above. The District will not be required to make any repairs to the CSA, included as the responsibility of the District, unless and until the Concessionaire has notified the District in writing of the need for such repairs. If it is determined to be a responsibility of the District, the District will have a reasonable period following receipt of such notice to commence and complete said repairs. Notwithstanding the foregoing,

Concessionaire will repair all damage to the CSA and all improvements in the CSA, including furnishings, fixtures, and equipment, caused by the negligence or willful acts or omissions of Master Concessionaire, its employees, agents, servants, or licensees. All repairs to the CSA done by or on behalf of Concessionaire will be of first-class quality in both materials and workmanship, will be equal to or better than the original in materials and workmanship, and, except in emergencies requiring immediate response, will have the prior written approval of the District. All repairs will conform to the existing design, applicable rules and regulations, and building codes prescribed from time to time by federal, state, District, or other jurisdictional bodies having oversight rights for the CSA. The Director, or designee, will be the sole judge of the quality of the repairs. Concessionaire expressly waives all claims for damages of any kind, including but not limited to loss of profits because of the interruption of Master Concessionaire business, resulting from the need for repairs to the CSA, the structural components and the mechanical systems whether such repairs are undertaken by the District or Master Concessionaire.

Remainder of page intentionally left blank.

A. Financial Proposal

Having become familiar with the scope of services and having reviewed the District's terms and conditions contained throughout this RFP and the sample concessions agreement, the undersigned proposes to compensate the District according to the following components: a Minimum Annual Guarantee (MAG) and Percentage of Sales Fee. These components will be in effect for original term of the agreement, five (5) years. For any option term, these components may be renegotiated prior to the execution of any renewal option. The Financial Proposal shall remain in effect for 120 days from submittal date.

NOTE: Any submission deviates from the request as shown below may be considered nonresponsive at the discretion of the District.

DESCRIPTION	AMOUNT
Minimum Annual Guarantee (MAG): (Amount Master Concessionaire Guarantees to Compensate the District on an Annual Basis)	\$ _____
Concession Fees	
Percentage Fee for Food and Non-Alcoholic Beverages	_____ %
Percentage Fee for Alcoholic Beverages	_____ %
Percentage Fee for Retail	_____ %
Percentage Fee for Vending	_____ %
OVERALL TOTAL PERCENTAGE:	_____ %

 Print Name of Authorized Representative

 Signature of Authorized Representative

Date: _____

B. Concession Agreement

(Attached Separately)



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT



CONCESSIONS AGREEMENT

Concessionaire Name

C. Mandatory Forms

FORM 1 - Certification of Mandatory Responsiveness

FORM 2 - Non-Collusion Affidavit Form

FORM 3 - Anti-Lobbying Form

FORM 4 - Debarment Certification

FORM 5 - Trade Restriction Certification

FORM 6 - Acknowledgement of Addenda (still required if none are issued)

FORM 7 - Sworn Statement Pursuant to Section 287.133 (3)(A) F.S. on Public Entity Crimes

FORM 8 - Drug Free Workplace

Remainder of page intentionally left blank.

Form 1
CERTIFICATION OF RESPONSE TO REQUEST FOR PROPOSALS

Initial	Mandatory Provisions
	The person submitting the Proposal and its pricing certifies to being authorized by the Respondent to respond to this solicitation on the Respondent's behalf.
	The Respondent certifies that the Respondent is not on the Suspended Vendor List maintained pursuant to section 287.042(1)(a) F.S., and 287.1351 F.S., and neither the Respondent nor any supplier, subcontractor, nor consultant included in its Proposal are on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor.
	The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
	The Respondent certifies that if awarded a contract, and prior to execution of a contract, it shall provide a PDF file of its current and active registration with the Florida Department of State, Division of Corporations, or, if exempt from registration, a statement to that effect noting the basis for the exemption. If Respondent is an out-of-state corporation, it certifies it will provide a Florida Certificate of Authority from the Florida Department of State, Division of Corporations prior to Contract execution. Website: www.sunbiz.org .
	The Respondent certifies that the Respondent is in compliance with section 448.095(2)(a), F.S., and that within the last year (i.e., within the last 365 days), it has not had a contract terminated under section 448.095(2)(c), F.S., by a public employer, as defined by section 448.095(1)(i), F.S.
	The Respondent certifies that the Respondent can comply with the ACDBE requirements set forth with U.S. Department of Transportation, 49 CFR, Part 23, Subpart F.
	The Respondent certifies the Respondent has provided a Technical Proposal in accordance with Technical Proposal Instructions and Evaluation Criteria.
	The Respondent certifies it has provided to the Department pricing on the applicable Financial Proposal form without modification.

Continued Next Page

Form 1 Continued

In the Request for Proposals and subject to all conditions thereof, the undersigned certifies that all information contained in the Response is accurate and true and that any misrepresentation herein is grounds for non-consideration or dismissal and will honor all the proposed services and cost associated with the services in the event of selection or contract award by the District.

DATE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME ABOVE

COMPANY NAME

COMPANY ADDRESS

CITY, STATE, ZIP+4

COMPANY TELEPHONE NUMBER

COMPANY FAX NUMBER

CONTACT EMAIL ADDRESS

FEDERAL EMPLOYER IDENTIFICATION NO.

DUNS NO. *(if applicable)*

SCDOT DBE NAICS Codes *(if applicable)*

FORM 2**NON-COLLUSION AFFIDAVIT FORM**

STATE OF _____)

COUNTY OF _____)

being first duly sworn, deposes and says that he/she is_____
(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Submittal that such submittal is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly with any RESPONDENT or person, to put in a sham Statement of Qualifications, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other RESPONDENT or to fix any overhead, profit or cost element of said Submittal or of that of any other RESPONDENT or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Submittal are true; and further, that such RESPONDENT has not, directly or indirectly submitted this Statement of Qualifications, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature of Respondent)

Sworn to and subscribed before me this _day of _____, 20__.

State: _____ County: _____
(Notary Public in and for)

My commission expires _____, 20__.

FORM 3**ANTI-LOBBYING FORM
CERTIFICATION REGARDING LOBBYING**

I, _____, hereby certify on behalf
(name and title of Respondent's official)

of _____, to the best of my knowledge and belief, that:
(name of Respondent)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____.

By _____
(signature of authorized official)

(title of authorized official)

FORM 4

CERTIFICATION OF RESPONDENT/BIDDER REGARDING DEBARMENT

By submitting a proposal under this solicitation, the Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONSULTANTS / CONTRACTORS
REGARDING DEBARMENT
(LOWER TIER CONTRACT CERTIFICATION)**

The successful Respondent, by administering each lower tier subcontract that exceeds twenty-five thousand dollars (\$25,000) as a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Certification Statement Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

SIGNATURE OF CONSULTANT

DATE

PRINTED NAME

TITLE

FORM 5**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Respondent certifies that with respect to this solicitation and any resultant contract, the Respondent -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Respondent must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

SIGNATURE

DATE

TITLE OF SIGNATOR

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FORM 6

ACKNOWLEDGEMENT OF ADDENDA

Respondent hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company: _____

Authorized Signature: _____

Print Name: _____

Date: _____

FORM 7**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District by _____

(print individual's name and title)

for _____

(print name and entity submitting sworn statement)

whose business address

is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "Public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are actively in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are actively in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer

determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 202__.

Personally known _____ or produced identification _____.

Notary Public

My commission expires _____

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FORM 8

DRUG FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988, the Firm attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

Company
Name: _____

Authorized Representative
Name: _____

Title: _____

Signature

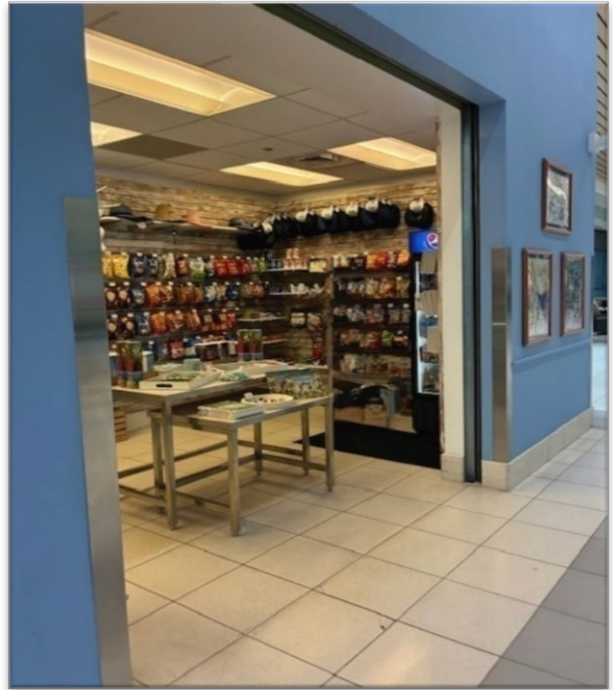
Date

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VI. EXHIBITS

CONCESSION SERVICE AREAS

Level 1 Retail – CSA1



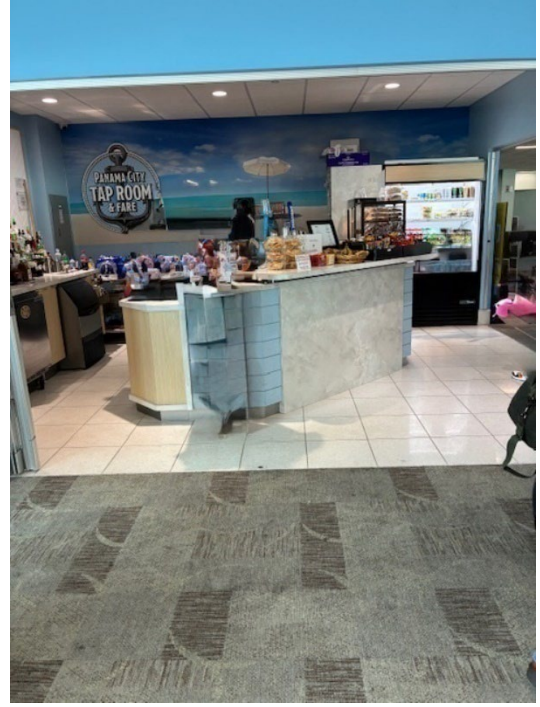
Level 2 Retail – CSA2



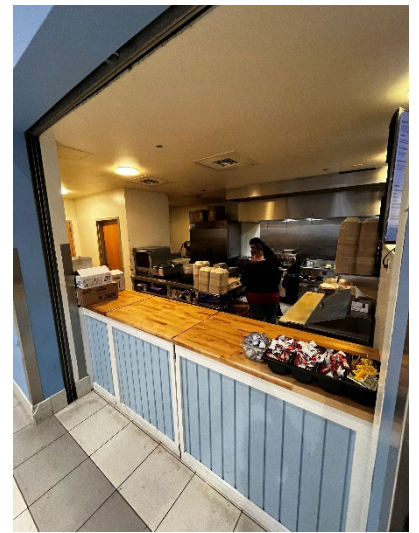
Level 1 Restaurant/Lounge CSA 4



Level 1 – Snack Bar – CSA 6



Level 2 Restaurant/Lounge/Kitchen – CSA 5



Level 2 Restaurant/Lounge – CSA 5 (continued)

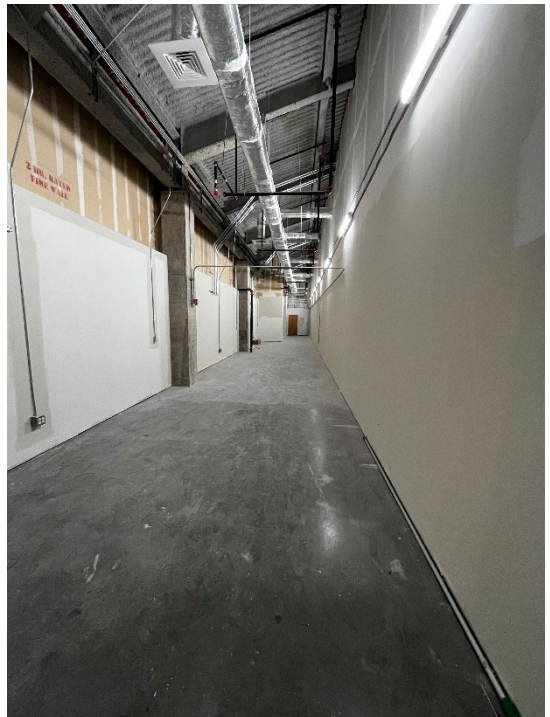
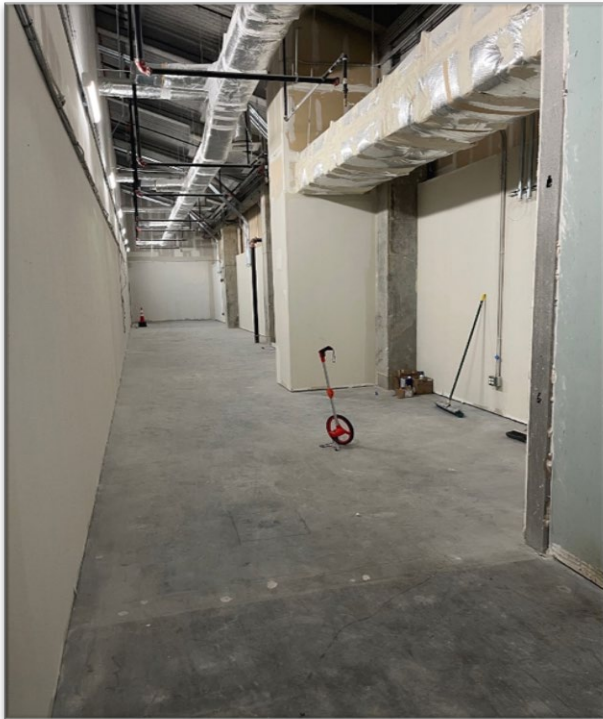


Level 2 –Coffee Shop – CSA 7



Level 2 – New Retail/Restaurant – CSA 3, CSA 9, CSA 10

Three (3) Unfinished Retail/Restaurant CSAs are located behind temporary wall.



Level 2 – Unfinished Restaurant with Lounge – CSA 8



Drawings of the CSA will be provided to Respondent once the District receives a completed Non-Disclosure Agreement. Please submit the completed Non-Disclosure Agreement to procurement@pcairport.com, include “RFP-2026-11, Airport Concessions” in the subject line of email.

**NONDISCLOSURE AGREEMENT (NDA)
FOR
AIRPORT CONCESSIONS**

Please read the NDA and these Guidelines thoroughly.

By signing the project NDA, you are bound by an obligation not to disclose the information or documentation with anyone unless that individual has signed a nondisclosure; never assume or make assumptions that the information was shared with other members of the Project without verifying that individual has signed a nondisclosure agreement.

In ensuring compliance with your NDA obligations, you must ensure that your actions are consistent with the following rules:

- You agree to hold in trust and confidence the nature and existence of the Project, as well as all information in verbal or written form pertaining to the Project, including information derived from Project-related assignments that are given to you (all such information is collectively referred to as (“Confidential Information”).
- If you make copies of documents containing Confidential Information, you will keep a record of the copies and where they are located. If requested by the Project Team, you agree to return to the designated individual all Confidential Information that is written or maintained in the form of electronic media.
- If you abuse the privilege given in any way or release information that is considered sensitive or confidential your actions will lead to any proposal submitted being deemed as nonresponsive, removal from the Project, and/or possible legal ramifications.

AGREED TO AND ACCEPTED BY: _____
(Company Name)

Authorized Representative Signature

Title

Printed Name

Date

**ATTACHMENT B
AGREEMENT**



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT

CONCESSION AGREEMENT

CONCESSION AGREEMENT

PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
and
<<CONCESSIONAIRE NAME>>

This Concession Agreement (“Agreement”) is between the Panama City – Bay County Airport and Industrial District (“District”), a State of Florida governmental entity, d.b.a. Northwest Florida Beaches International Airport (“ECP” or “Airport”), whose address is 6300 West Bay Parkway, Panama City, Florida, Bay County, Florida 32409, and _____ (“Concessionaire”) organized as a _____, whose headquarters is located at Street, City, County, State Zip.

RECITALS

Whereas, the District issued a Request for Proposals, RFP-2026-11, to seek vendor(s) to operate the concession service areas (CSA) of the Airport, and after review of all proposals received, has selected Concessionaire as the most qualified to provide the services.

Now therefore, in consideration of the mutual covenants, terms, conditions, and privileges, obligations and agreements herein contained, the District and Concessionaire hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows.

ARTICLE 1 DEFINITIONS

- 1.01 “ACDBE” means Airport Concession Disadvantaged Business Enterprise.
- 1.02 “ACDBELO” means Airport Concession Disadvantaged Business Enterprise Liaison Officer.
- 1.03 “Airport” and “ECP” mean the Panama City – Bay County Airport and Industrial District d/b/a Northwest Florida Beaches International Airport.
- 1.04 “Airport Terminal” and “Terminal” mean the existing airline passenger terminal building at the Airport, or as may be modified, reconfigured, or expanded during the term of this Agreement.
- 1.05 “Alcoholic Beverages” are defined as, but not limited to, draft beer served from a tap, bottle or canned beer (including non-alcoholic beer), wine (served at the venue or if sold un-opened to go), mixed drinks, seltzers and other malt beverages, items such as wine bottles sold as retail in the store whether taken by the customer or shipped, liquor bottles of any size, or any other beverages containing one-half of 1 percent or more alcohol by volume..
- 1.06 “Annual Gross Revenues” means the total Gross Revenues of Concessionaire for each Contract Year.
- 1.07 “Base Term” means the initial five (5) year period of the Term beginning on the Commencement Date and ending on the Expiration Date, as set forth in Section 2.02.

1.08 "Commencement Date" means September 1, 2026 (anticipated), the date on which both Concessionaire and the District execute this Agreement, the date on which Concessionaire takes possession or control of the CSA, or such other date as may be established by the District in writing (including by Notice to Proceed or Turnover Notice) whichever occurs earlier.

1.09 "Completed Buildout Date" shall be the earlier of either 1) one hundred twenty (120) days after District's written notice to Concessionaire to build out its final area or 2) the certificate of occupancy issuance date for Concessionaire's final CSA.

1.10 "Concessions Services Area" or "CSA" is the area in the Airport Terminal designated by this Agreement and indicated on Exhibit 1 attached hereto and made a part hereof, as the location(s) where the business of Concessionaire may be conducted.

1.11 "Contract Year" means each consecutive twelve (12) month period during the Term, beginning on the Commencement Date and each anniversary thereof. The first Contract Year shall begin on the Commencement Date and end on the day immediately preceding the first anniversary of the Commencement Date.

1.12 "Date of Beneficial Occupancy" means the date Concessionaire commences using CSA, in part or whole, for the conduct of its business (other than construction).

1.13 "Executive Director" means the Chief Executive Officer of the District and includes any person as may, from time to time, be authorized in writing by the Executive Director to act on his/her behalf.

1.14 "FAA" means the Federal Aviation Administration.

1.15 "Food and Non-Alcoholic Beverages" are defined as, but not limited to, prepared foods served at the venue, packaged meals, "grab and go" food items, pre-packaged foods included on the food menu, snacks, soft drinks, water, coffee, smoothies, power drinks, etc.

1.16 "Force Majeure" means any event or cause beyond the reasonable control of the party otherwise required to take an action or perform hereunder and which is not due to the fault, action, or inaction of such party, including but not limited to, strikes, riots, acts of God, shortages of labor or materials, pandemics, war, governmental actions or inactions or inability to obtain necessary governmental approvals for actions required hereunder (including, but not limited to, permits and licenses), or the failure of the other party to perform its obligations hereunder. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt notice thereof to the other party and, when the cause ceases to exist, shall give prompt notice thereof to the other party. In the event of a Force Majeure event, the Minimum Annual Guarantee and Percentage Fees shall be abated for the duration of such Force Majeure event.

1.17 "Furniture, Fixtures & Equipment" means all furniture, furnishings, trade fixtures, and equipment of Concessionaire, located in the CSA, but not permanently affixed thereto.

1.18 "Gross Revenues," and "Gross Revenues of Concessionaire," means the aggregate of all charges or other fees charged by Concessionaire on all sales made by Concessionaire of food and beverages, including alcoholic beverages, retail, and vending sales and all other items and revenues of every kind and character derived from business conducted by Concessionaire at the Airport or from the operations of Concessionaire under this Agreement, whether for cash or credit,

without any deduction for credit card discounts or credit card services, whether the same shall be paid or unpaid. "Gross Revenues" shall include all gross revenues of Concessionaire and/or any of its sublessees, assignees, sublicenses, or subcontractors that are doing business from any portion of the Airport premises. "Gross Revenues" shall not include: (1) sales tax collection allowance paid the State of Florida to Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by the District and Concessionaire; (3) any refunds made by Concessionaire to customers, because of unacceptable or unsatisfactory goods or services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Concessionaire to a taxing authority; (5) tips and gratuities, and free or compensatory meals for employees of Concessionaire, and discounts to badged employees (regardless of the identity of the employer) required under this Agreement; (6) fees and payments received by Concessionaire from sublicenses, subcontractors, or sublessees, (7) rebates and volume discounts from manufacturers or distributors; and (8) proceeds from the sale of used equipment by Concessionaire.

1.19 "Improvements" means all structures, furnishings, displays, equipment, trade fixtures, and all other improvements and fixtures that are or become permanently installed or affixed at the CSA, together with all additions, alterations, repairs, and modifications thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to any CSA is considered permanently installed or affixed and is included within the definition of Improvement. The term "Improvements" shall not include "Furniture, Fixtures & Equipment" as defined in Article 1.15 herein.

1.20 "Minimum Annual Guarantee" or "MAG" means the minimum amount of money that is due annually and payable monthly to the District from Concessionaire, as provided in Article 5 of this Agreement.

1.21 "Percentage Fee" is the aggregate of the amounts that are derived as a percentage of Gross Revenues, as provided in Section 5.02.

1.22 "RFP" means the District's Request for Proposals No. RFP-2026-11 (Retail and Food-Beverage Concessions), including all addenda and written clarifications and answers to questions issued by the District in connection therewith. The RFP is incorporated into this Agreement as part of the Contract Documents, subject to Article 44 (Contract Documents; Order of Precedence; Procurement Provisions).

1.23 "Contract Documents" means this Agreement and all documents incorporated by reference and made a part of this Agreement as identified in Article 44, including the Exhibits, the RFP, and Concessionaire's Proposal/Response to the RFP.

1.24 "Retail" means goods which include, but not be limited to, books, magazines, wearing apparel, souvenir items, packaged candy, medical supplies, candy bars, individual bottles/cans of soft drinks or water, electronics, glasses, toys, and any other item that is sold or available for shipping from the CSA.

1.25 "Term" of this Agreement or words of similar import shall mean the term set forth in Article 2 hereof.

1.26 "Turnover Date" shall mean the date CSA is turned over to Concessionaire for it to begin construction.

1.27 "TSA" means the Transportation Security Administration.

1.28 "Vending" includes all items, whether food, beverage, or retail item dispensed from the vending machines provided in the CSAs. Alcoholic Beverages shall not be dispensed from vending machines.

ARTICLE 2 EFFECTIVE DATE AND TERM

2.01 Effective Date. This Agreement shall become effective only when signed by the District and Concessionaire.

2.02 Term. The Base Term shall commence at 12:01 a.m. on the Commencement Date and shall continue for five (5) years, terminating at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "Expiration Date"), unless earlier terminated or extended in accordance with this Agreement.

2.03 Renewal Option. The District may, in its sole discretion, renew this Agreement for one (1) additional term of up to four (4) years (the "Renewal Term"), upon the same terms and conditions then in effect, unless modified by written amendment executed by the parties and approved by the District's Board, if required.

2.04 Renewal Process; No Automatic Renewal. Concessionaire has no right to any Renewal Term unless and until (a) the District provides written notice of its election to renew and (b) the parties execute a written renewal amendment. As a condition to any Renewal Term, Concessionaire must not be in default beyond any applicable notice and cure period. In no event shall the Base Term plus any Renewal Term(s), together with any holdover, exceed ten (10) years unless otherwise permitted by applicable law and only if approved by the FAA.

ARTICLE 3 PRIVILEGES, USES, RIGHTS, AS-IS CONDITIONS

3.01 Description of Specific Privileges, Uses and Rights. District hereby grants to Concessionaire the following non-exclusive specific privileges, uses and rights, all of which shall be subject to the terms, conditions, and covenants set forth in this Agreement. Concessionaire shall operate from the CSA(s) depicted on Exhibit 1, titled Concession Service Areas, attached hereto and made a part hereof.

- a. Concessionaire shall have the non-exclusive right, privilege and obligation to sell food, beverage and retail goods in the Airport Terminal and operate Concessionaire services within the Airport in accordance with the RFP and its Proposal to the RFP. All of such sales may only be conducted from the Assigned CSA(s) according to the terms and conditions of this Agreement. Concessionaire shall have no sublicensee, subcontractor or subtenant operators of any services provided hereunder, except as those specifically approved in writing by the District. For those facilities operated directly by Concessionaire, Concessionaire shall be the holder of any franchises that are required in connection with any of the services provided hereunder.

- b. The rights granted herein are non-exclusive and the District may, at any time, grant to other parties (via lease, license, or other types of agreements) the same or similar rights as those granted herein.
 - c. Concessionaire expressly agrees for itself, its permitted subleases, successors and assigns, to prevent any use of the CSA which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.
 - d. Concessionaire acknowledges and agrees that in an airport environment, it may be necessary from time to time to relocate air carriers from one location to another, or to relocate air carriers into new terminals or new concourses. Additionally, the District may from time to time refurbish or reconfigure the Terminal and concourses and build completely new terminals and concourses to meet Airport growth and Airport plans. Concessionaire acknowledges and agrees that:
 1. Any such activities of the District related to any such relocations of air carriers shall have no impact on the Concession Agreement; and
 2. The District shall have the right to take any such actions regardless of any plans or projections Concessionaire may have made based on any assumed level of passenger activity or any assumed locations of air carriers; and
 3. The District has no obligation to provide Concessionaire with any notice (advance or otherwise) regarding any such relocations; and
 4. Except as set forth in Article 37, Concessionaire's obligations to pay all Concession Fees, MAGs, Percentage Fees, and any other fees, and to make expenditures for any improvements, Furniture, Fixtures & Equipment, at the Airport pursuant to this Agreement are absolute obligations, and shall not be conditioned upon the number of passengers arriving or departing from the Airport at any time, or during any period of time, or the presence or absence of any particular air carriers at any of the terminals or concourses at the Airport, or any other circumstances pertaining to the amount of business or revenues available to Concessionaire at any particular premises, except as specifically provided in this Agreement for Force Majeure events.
- 3.02. Description of General Privileges, Uses, and Rights. In addition to the privileges granted in Article 3.01 of this Agreement, District hereby grants to Concessionaire:
- a. The non-exclusive use of the Public Areas within the Terminal for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of the District. District shall have the full right and authority to make all rules and regulations as District may, in its sole discretion, deem proper pertaining to the operation and maintenance of the Public Areas; and
 - b. While Concessionaire is not in default hereunder, Concessionaire shall and may peacefully and quietly have, hold, and enjoy the CSA, solely for the purposes provided hereunder during the Term of this Agreement, and subject to the terms and provisions of this Agreement; and
 - c. The non-exclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder; and

- d. Nothing herein contained shall be construed to grant Concessionaire, its Concession Agreement employees, contractors, patrons, invitees, suppliers of service, agents or authorized sublessees, if any, the right to use or occupy any space or area at the Airport, improved or unimproved, that is leased or assigned to a third party. The general privileges, uses and rights granted in this Article 3.02 shall be subject to the terms, conditions and covenants set forth in this Agreement.

3.03. Restrictions of Privileges, Uses, and Rights. The rights granted hereunder are expressly limited to the operation and management of the agreed-upon concession. Concessionaire covenants and agrees that the CSA shall be used solely for the uses permitted in Articles 3.01 and 3.02 above and for no other purposes whatsoever. Concessionaire acknowledges and agrees that Concessionaire shall not have the exclusive right to conduct a concession at the Airport and District may arrange with others for similar activities at the Airport. Failure of Concessionaire to use the CSA for purposes specifically set forth in this Agreement shall constitute a default under this Agreement.

3.04. As-Is Condition of CSA. The District makes no representations or warranties whatsoever as to: (i) the condition of the CSA or any improvements or personal property in the CSA, including without limitation all improvements currently installed at such locations and all future improvements to be installed thereto, or (ii) whether the CSA or any improvements or personal property in the CSA are in compliance with applicable federal, state, county and local laws, ordinances, rules, or regulations, or (iii) the fitness of the CSA or any improvements or personal property in the CSA for any particular purpose. Concessionaire specifically obligates itself to conduct its own due diligence investigation as to the suitability of the CSA and any such improvements for Concessionaire's purposes. The CSA and all improvements therein are provided for Concessionaire's use in "AS IS CONDITION" and "WITH ALL FAULTS." The Concessionaire shall not be entitled to any adjustment of any Concession Fees or any other payments hereunder due to the condition of the CSA or of any improvements, any failure of any improvements to be in working order, the necessity of Concessionaire to repair or take corrective actions with respect to the CSA or of any improvements, or because of the inability to obtain or any delay in obtaining any required approvals from any Concession Agreement governmental body having jurisdiction. Furthermore, the Concessionaire hereby releases the District of any and all claims and liabilities whatsoever due to the condition of the CSA or of any improvements, any failure of any improvements to be in working order, the necessity of Concessionaire to repair or take corrective actions with respect to the CSA or of any improvements, or because of the inability to obtain or any delay in obtaining any required approvals from any Concession Agreement governmental body having jurisdiction.

3.05 CSA Condition Subject to the provisions of hereof, the District shall make available to Concessionaire CSA, which are depicted on Exhibit 1 in an AS-IS condition, except for existing movable items which will be removed by the District upon Concessionaire's request prior to the Effective Date of this Agreement. All improvements, Furniture, Fixtures & Equipment required by the Concessionaire shall be provided by the Concessionaire at their sole cost and expense.

ARTICLE 4 **INTENTIONALLY RESERVED**

ARTICLE 5 **PERCENTAGE FEES, CHARGES AND ACCOUNTABILITY**

5.01 Minimum Annual Guarantee. The Minimum Annual Guarantee (“MAG”) for each Contract Year shall be as set forth in Exhibit 2 (Concessionaire’s Financial Proposal), as accepted by the District. No escalation, adjustment, or renegotiation of MAG shall apply unless expressly stated in Exhibit 2 or agreed to by the parties in a written amendment executed by the District and Concessionaire.

5.02 Percentage Fees. The percentage fees for food, beverages (alcoholic and non-alcoholic), retail and vending for each Contract Year shall be as set forth in Exhibit 2 (Concessionaire’s Financial Proposal), as accepted by the District. No escalation, adjustment, or renegotiation of MAG shall apply unless expressly stated in Exhibit 2 or agreed to by the parties in a written amendment executed by the District and Concessionaire.

5.03 Payment of MAG and Concession Fees. Concession Fees shall be due and payable as follows:

- a. Minimum Annual Guarantee. Concessionaire shall pay without demand, deduction or set off, to District commencing upon the Commencement Date and on the first day of each and every month throughout the Term of this Agreement, one-twelfth (1/12) of the Minimum Annual Guarantee (each a “MAG Installment Payment”) for the applicable Contract Year, plus applicable sales taxes, without demand, deduction, holdback or setoff.
- b. Percentage Fees. Within ten (10) days after the end of each calendar month throughout the Term of this Agreement, Concessionaire shall deliver to the District a report of Gross Revenues for the preceding month, signed by an officer, a partner, or other person authorized to sign on behalf of Concessionaire. In the event that for any month, the Percentage Fees applied to the Monthly Gross Revenues of Concessionaire are greater than one-twelfth (1/12) of the MAG for the applicable Contract Year, Concessionaire shall pay the difference to the District with the report of Gross Revenues.
- c. Concession Fees. In no month shall the MAG payment be reduced; however, a true-up should be calculated within 120 days after year-end.
- d. Payment. The preferred payment method is by ACH/Wire. If Concessionaire is unable to remit payment through electronic means, payment should be sent through a trackable method (i.e., FedEx, UPS) in order to ensure all payments are received by the due dates herein. CONCESSIONAIRE AGREES TO PAY MAG AND ALL OTHER AMOUNTS WHEN DUE WHETHER OR NOT THE DISTRICT ISSUES AN INVOICE.

5.04 Security for Payment (Concession Bond). Prior to the Commencement Date and prior to commencing any work in any CSA, Concessionaire shall provide and maintain, as security for the payment of all sums due to the District and the faithful performance of this Agreement, a non-interest-bearing concession bond (the “Concession Bond”) in an amount equal to three (3) months of the MAG for the first Contract Year (or, if the MAG is stated as a schedule, three (3) months of the MAG applicable to the then-current Contract Year). The amount of the Concession Bond may be adjusted annually on the anniversary of the Commencement Date to reflect the MAG then in effect.

The Concession Bond shall be in a form acceptable to the District, which may include: (i) cash held on deposit with the District in a non-interest-bearing account; (ii) an irrevocable letter of credit (a “Letter of Credit”); or (iii) a surety bond (a “Bond”). Any Letter of Credit or Bond shall contain

only those conditions satisfactory to the District and be issued by a bank or surety company authorized to do business in the State of Florida. In the event Concessionaire fails to timely pay any sums due to the District or otherwise defaults under this Agreement, the District may draw upon the Concession Bond and apply the proceeds to amounts owed or to the District's damages, costs, and expenses, without limiting any other remedy. Upon notice of any draw, Concessionaire shall immediately replenish the Concession Bond to the full required amount.

The Concession Bond shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the expiration or earlier termination of this Agreement, unless sooner released in writing by the District. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to the District that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section 5.04 shall (i) entitle the District to draw down the full amount of the Concession Bond, and (ii) constitute an Event of Default. The Concession Bond shall not be returned to Concessionaire until all obligations under this Agreement have been performed and satisfied. As a condition to any District-approved assignment of this Agreement, the assignee shall be required to provide a Concession Bond meeting the requirements of this Section 5.04.

5.05 Reports Property of the District. Any and all reports and other data and documents provided to District by Concessionaire in connection with this Agreement are and shall remain the property of the District.

5.06 Annual Audit Requirements. Concessionaire shall provide to District a special audit report on all Gross Revenues from its operations at the Airport and a separate similar report for each sublessee, subcontractor, or sublicensee. The special audit reports shall be prepared by an Independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS). The special audit reports shall be filed with District within ninety (90) calendar days after each 12 month period of this Agreement and shall include the following: (i) Schedule of all revenues by category by month; (ii) Schedule of revenues by category upon which monthly payments to District are computed and a list of payments to District for the period.; (iii) A calculation to determine that the total monthly and annual Concession Fees were paid in accordance with this Agreement.

The special audit reports shall include an opinion on the schedule of all revenues by category and by month and the schedule of payments to District. If the audit report indicates an underpayment by Concessionaire during the 12-month audit period, Concessionaire shall, within ten (10) days, remit the underpaid amount with interest at 18% per annum from the original due date. If the audit finds Concessionaire understated Gross Revenues by 3% or more, Concessionaire shall bear the District's full cost of the audit, any review thereof, and all costs related to collection of the underpayment. The Concessionaire's failure to pay any underpaid amounts or audit costs as required shall be an immediate Event of Default. If the audit report indicates an overpayment by Concessionaire during the 12-month audit period, the District shall credit the overpayment against any remaining amounts owed to the District, including interest and late fees, and issue a credit memo or refund to Concessionaire for any remaining overpayment amount.

5.07 Cash Registers Standards. Concessionaire shall ensure that all locations have cash registers with tamper-proof cumulative totals and daily totals by category including separate totals for categories of "products," "credit card," "cash," "other" and "sales tax." All registers shall maintain accurate records of each transaction with a paper receipt going to the customer at the

time of service (if requested), and an electronic journal shall be retained by Concessionaire for the period of time hereinafter required in Section 5.08.

5.08 Record Keeping. Concessionaire, its sublessees, subcontractors, and sublicensees, shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, or credit, or otherwise, without regard to whether paid or not, the cost of all Improvements and Furniture, Fixtures & Equipment, hereof, all labor, overhead and all sales taxes collected, and also, the Gross Revenues of the business conducted at the Airport by Concessionaire, its sublessees, subcontractors, and sublicensees, and the aggregate amount of all sales and services and orders of all such business done upon or within the premises of or within the Airport property. Concessionaire further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as District may request. Concessionaire, its sublessees, subcontractors, and sublicensees, shall keep separate Books and Records for each of its Airport operations and shall provide copies thereof to the District upon request.

- a. Books and Records to be Retained. Concessionaire's and its sublessees', subcontractors', and sublicensees' Books and Records shall be kept and maintained during the "Retention Period" (as hereinafter defined). The "Retention Period" is three (3) years following completion of each Contract Year, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the Books and Records shall be retained until resolution of the audit findings. The Florida Public Records Act is determined by the District to be applicable to any Books and Records that Concessionaire and its sublessees, subcontractors, and sublicensees have provided to the District; therefore, Concessionaire, sublessees, subcontractors, and sublicensees shall comply with all requirements thereof. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Concessionaire or its sublessees, subcontractors, and sublicensees. Concessionaire and its sublessees, subcontractors, and sublicensees, shall make all Books and Records required to be maintained hereunder available to District at the Airport, or at the corporate headquarters of Concessionaire or its sublessees, subcontractors, and sublicensees, as applicable and as may be directed by the District.
- b. Audit of Concessionaire's Sublessees, Subcontractors and Sublicensees. District shall have the right, upon reasonable notice to Concessionaire at any time during the Retention Period, to review, inspect, and/or audit the Books and Records relating to Concessionaire's operations and the operations of its sublessees, subcontractors, and sublicensees, pursuant to this Agreement to determine the correct amount of any monies required to be expended by Concessionaire hereunder towards Improvements and the correctness of the Concession Fees paid by Concessionaire to District for any Contract Year which ended no more than three (3) years prior to the date of commencement of such audit, and all such records shall be made available upon forty-eight (48) hour notice and copies thereof shall be provided to the District upon request. In the event that any such audit reflects that the total Concession Fees paid by Concessionaire during such Contract Year exceed the MAG and Concession Fees due and owing for such Contract Year, then a refund will be made by the District to Concessionaire for the amount of the difference through a credit memo to be applied to future Concession Fees. In the event that any audit reflects that the total MAG and Concession Fees actually paid by Concessionaire during such Contract Year were less than the MAG and Concession Fees due and owing for such Contract Year, then

Concessionaire shall immediately pay the difference to District with interest thereon at eighteen percent (18%) per annum from the date such additional Concession Fees were due.

- c. Understated Gross Revenues. If, as a result of any audit, it is established that Concessionaire understated the Gross Revenues it received from operations covered by this Agreement Concessionaire shall within ten (10) days remit the underpaid amount with interest and late charges as applicable from the original due date. If the audit finds that Concessionaire understated Gross Revenues by three percent (3%) or more (after deductions and exclusions provided for herein) during the period covered by the audit, the entire expense of said audit shall be borne by Concessionaire. Concessionaire's failure to pay any underpaid amounts or audit costs as required shall be an immediate Event of Default. The provisions of this Section 5.08 shall survive the expiration of termination of this Agreement.

5.09 Audit by the District. Notwithstanding any provision in this Agreement to the contrary, District or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit performed by the District, Concessionaire agrees to make suitable arrangements with the Certified Public Accountant who is responsible for preparing the audit report on behalf of Concessionaire pursuant to Article 5.06 above, to make available to District's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. District or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of the District. Concessionaire shall have thirty (30) calendar days from receipt of the audit report from District or its representative(s) to provide a written response to District regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Article 5.09 shall constitute acceptance of the audit report as issued.

5.10 Unpaid Fees, Late Payments, Interest. If Concessionaire fails to make timely payment of any rentals, fees, charges and payments due and payable in accordance with the terms of this Agreement within ten (10) calendar days after same shall become due and payable, interest at the rate of one and one-half percent (1 ½%) per month, shall accrue against the delinquent payments(s) from the date due until the date payment is received by the District. Additionally, the Concessionaire shall pay the District a late charge of five percent (5%) of the overdue amount to cover administrative costs of collection. The parties agree this late charge is reasonable and not a penalty. The right of the District to require payment of such interest and the obligation of Concessionaire to pay same shall be in addition to and not in lieu of the right of the District to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

5.11 Payment Disputes. If Concessionaire disputes any portion of a fee or charge, Concessionaire shall timely pay all undisputed amounts. For the disputed portion, Concessionaire shall promptly provide written notice specifying the nature of the dispute and the amount in question. The parties shall negotiate in good faith to resolve the dispute within thirty (30) days. Any resolved amount shall be paid within five (5) days of resolution. If the dispute is not resolved in 30 days, the District's determination shall prevail temporarily and Concessionaire shall pay the amount under protest, without prejudice to its right to pursue formal dispute resolution. Under no circumstances shall Concessionaire's obligation to timely pay be excused during a dispute. Interest (and late charges, if applicable) shall accrue on any amounts ultimately found due from the original due date until paid.

5.12 Place of Payments. Should payments be made by check by Concessionaire under this Agreement, such payments shall be made payable to:

Panama City – Bay County Airport and Industrial District
Attention: Finance and Administration
6300 West Bay Parkway, Box A
Panama City, Florida 32409

5.13 Licenses, Fees and Taxes. Concessionaire shall pay, on or before their respective due dates, the following:

- a. All federal, state, city, county, and local taxes and fees, licenses, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Concessionaire applicable to the following:
 1. The business conducted by Concessionaire; and
 2. Concessionaire's property used in connection therewith, and
 3. Sums payable hereunder including, but not limited to, any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder.

Concessionaire shall maintain in current status all federal, state, county, city and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Florida Statutes, as they may be amended from time to time, and any implementing regulations.

5.14 No Set Off. The Concessionaire acknowledges that it has no claims against District with respect to any of the operations of the Concessionaire at the Airport, if any, or any other agreement it may have with the District, and it has no right of set off or counterclaims against any of the amounts payable by Concessionaire to District.

5.15 Other Fees and Charges. Concessionaire acknowledges that the District has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by the District and not leased to or specifically provided to Concessionaire hereunder, and the procedures relating to payment of same. Concessionaire shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by the District.

5.16 Dishonored Check or Draft. If Concessionaire delivers a dishonored check or draft to District in payment of any obligation arising under this Agreement, Concessionaire shall incur and pay a service charge in the amount established by the District from time to time. In such an event, District may require that future payments be made by cashier's check or other means acceptable to District.

5.17 Net Agreement. This Agreement in every sense shall be without cost or expense to District, including, without limitation, costs and expenses relating to the development, maintenance, improvements, and operation of the CSA.

5.18 Employee Parking Facilities. District, while providing parking facilities to Concessionaire's badged employees in common with employees of other concessionaires and users of the Airport,

retains the right, at the sole election of the District, to impose a reasonable charge for the privilege of utilizing these parking facilities. As of April 1, 2026, there is no charge for concessions employees, but the District may determine to impose a parking fee at any subsequent time. Non-badged employees will not receive employee parking privileges.

5.19 Employee Identification Badges. Concessionaire agrees and consents to comply with District's identification badge requirements. All of Concessionaire's employees and staff that work or have business at the Airport and any other person at the Airport at the request of, or pursuant to the requirements of, Concessionaire will obtain proper Airport badges to access and work in the respective work location and shall pay the District's charges for such badges.

5.20 F.S. 212.031 (1) (a) 10 Sales Taxes. The District and the Concessionaire acknowledge that their understanding of the current interpretation by the Department of Revenue ("DOR") of applicable sales tax statutes, as updated from time to time. Concessionaire agrees to pay sales tax for amounts billed to Concessionaire, as applicable.

ARTICLE 6 OPERATIONAL STANDARDS

6.01 Equal Treatment of Customers. Concessionaire shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.

6.02 Quality of Service. Concessionaire shall provide good, prompt, efficient, and courteous service to all users of the Airport. Concessionaire shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.

6.03 Local Participation. Within six months of the Effective Date and continuing thereafter, at least forty percent (40%) local participation is required. Local participation is defined in the RFP and incorporated herein. Local participation is measured by satisfying at least one of the following:

- a) As a percentage of square footage of the total concession area, whether subcontracted, subleased, or representation of product placement.
- b) As a percentage of the products offered (e.g. 4 local beer taps out of 10).

If this threshold is not timely achieved or consistently maintained, upon request of the District, Concessionaire will outline in detail all good faith efforts made and the reasons that the overall threshold was not achieved or sustained. Failure to make good faith efforts to meet and sustain this threshold is a material breach of contract.

6.04 Hours of Operation. The hours of business during which Concessionaire is to conduct its operations at the CSA shall be such that passengers of any and all flights arriving at or departing from the Airport will be accommodated, unless otherwise permitted by written consent from the Executive Director. The Executive Director or his/her designee reserves the right to order changes in the hours of operation to ensure that such services are available. The minimum hours of operation required are one (1) hour before the first scheduled departure and fifteen (15) minutes after the last arrival, seven (7) days a week, three hundred sixty-five (365) days per year unless otherwise agreed to in writing by the Executive Director. Should Concessionaire have more than one CSA location under this Agreement, Concessionaire may request different operational hours for each location as long as at least one location satisfies this requirement. Approval for any

variance in this Section 6.04 must be obtained in writing from the Executive Director. Concessionaire's failure to open for business or to remain open as required without a valid variance shall subject Concessionaire to the remedies in Section 6.24 and Article 14, as applicable.

6.05 Personnel. Concessionaire's personnel and/or representatives performing services hereunder shall be neat, clean, and courteous and uniformed in a manner acceptable to the District. Personnel shall be required to wear the appropriate approved uniform at all times when on duty. Concessionaire shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous, or otherwise improper manner. The District shall be the sole judge as to whether the conduct of Concessionaires representative, agents, servants, or employees is objectionable, and if judged as such by the District, Concessionaire shall take all steps necessary to eliminate the conditions that occasioned such judgment. Concessionaire shall ensure that its employees are of sufficient number so as to properly conduct the operations of Concessionaires businesses at the Airport.

6.06 Relationships with Other Concessionaires. Concessionaire shall maintain a friendly, professional, cooperative relationship with all other concessionaires and businesses at the Airport, and shall not engage in open or public disputes, arguments, disagreements, conflicts or actions tending to be incompatible to the best interest of the public or the District.

6.07 Manager. The management, maintenance and operation of the CSA shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Concessionaire. Concessionaire further agrees to assign a qualified subordinate to be in charge of the CSA and the products and facilities offered in this Agreement, and to be available in the absence of the Manager. Concessionaire shall provide contact information of the Manager and subordinate to the District and update as changes are made.

6.08 Wages. Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.

6.09 Marketing and Management Plans. Concessionaire shall provide District with updated Marketing and Management Plans (collectively, "Plans") on an annual basis if requested in writing by the District, which shall be subject to the consent of the District. Concessionaire agrees to implement such Plans and Concessionaire shall not modify or deviate from any of the submitted Plans without the prior written approval of the District. The burden of proving compliance with the Plans rests with Concessionaire, and a failure by Concessionaire to comply with the Plans approved by the District shall be a default under this Agreement, entitling District to exercise any and all remedies available under this Agreement or as provided by law.

6.10 Advertising, Contracts and Publicity. All contracts, advertising, solicitation and publicity regarding Concessionaire shall be made in Concessionaire's lawful name and shall not in any manner misrepresent the relationship between District and Concessionaire or District's interest herein.

6.11 Solicitation. Concessionaire agrees that its employees shall not solicit business from any area of the Airport, including any area in front of the CSA other than the normal conducting of business as contemplated hereunder from the CSA.

6.12 Standard of Service. Concessionaire shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable airports, while at the same time operating in a commercially reasonable and legally required manner. The District's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Concessionaire.

6.13 Cleanliness. Concessionaire shall be responsible to ensure that all CSA are maintained in a clean and orderly manner and free of debris and trash.

6.14 Rules and Regulations. Concessionaire shall inform each of its employees of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement and instruct such employees and representatives as to the methods and procedures used at the Airport. Concessionaire shall not discriminate against any person or group of persons in any manner prohibited by Federal, State, or local laws, rules or regulations.

6.15 Complaints. Concessionaire shall forward to District upon request, a list of any complaints, whether verbal or written, accompanied by Concessionaires' response to or resolution of any such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on District's own initiative or otherwise, may be submitted to Concessionaire for response by Concessionaire. Concessionaire shall provide a response to District, upon request, within seven (7) calendar days following submission by customers or by the District of said questions, complaints or comments.

6.16 Contact Number. Concessionaire shall provide the District with emergency telephone numbers at which Concessionaire's manager may be reached on a 24-hour basis.

6.17 Emergency Evacuation and Hurricane Plans. Upon request by the District, Concessionaire shall provide an emergency evacuation and hurricane plan acceptable to the District's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Concessionaire if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated if requested by the District. Concessionaire shall provide District copies of all changes, modifications, revisions and updates to its emergency evacuation and hurricane plans.

6.18 Conflict. Should a conflict arise between Concessionaire and other concession operators at the Airport regarding the scope of concession privileges, the Executive Director's decision on the matter shall be final and conclusive. Concessionaire agrees to abide by the Executive Director's decision.

6.19 Vandalism and Fraud. Concessionaire shall be required to resolve vandalism and fraud problems, all of which shall be at the sole risk and expense of Concessionaire. Concessionaire shall assume all financial responsibility for dishonored credit cards, fraudulent calls and loss of funds or non-collected funds. None of the foregoing costs shall permit or entitle Concessionaire to any deductions from or credits against the MAG or Concession Fees payable to District.

6.20 Employee, Military and other Discounts. The discount program for employee, military, or others is set forth in Exhibit 2 and must be maintained by Concessionaire unless agreed otherwise in writing by the Executive Director.

6.21 Pricing Policy. Concessionaire shall maintain a pricing policy which ensures that all concession products and items at the CSA are sold at prices no more than ten percent (10%) higher in the aggregate than those at comparable food and beverage or retail outlets not located at airports, attractions, entertainment parks, or resorts. Annually on or before January 31, Concessionaire will submit to District, for the District's approval, a proposed list of three (3) similar and/or comparable food and beverage or retail outlets which are not located at airports, attractions, entertainment parks or resorts and located within a 25-mile radius of the Airport. If such a similar and/or comparable food and beverage or retail outlet is not located within 25 miles of the Airport, the Executive Director or his/her designee and Concessionaire may agree upon a comparable food and beverage or retail outlet. Once every 12 months, Concessionaire will provide a written comparison, for each individual CSA, covering at least 25% of the food items and 25% of the beverage items offered for sale at the CSA, comparing the prices charged at the CSA with the average price being charged for similar items, of comparable size and quality, at the three (3) approved similar and/or comparable outlets. When comparing Concessionaire's prices to similar food and beverage or retail outlets, the Parties will not consider special and temporary promotions (e.g., "two-for-one" specials and special limited duration pricing). The purpose of such written comparisons submitted by Concessionaire is to assist the District in evaluating Concessionaire's compliance with Section 6.21 herein. However, submission of such reports showing compliance will not be determine actual compliance. All pricing adjustments will be reported to the Executive Director prior to the adjustment being made.

If the District's Executive Director or his/her designee determines, in his/her sole discretion that the price charged by Concessionaire for one or more of its food, beverage or retail items is more than 10% higher than the price for a similar item at a similar and/or comparable outlet, then Concessionaire will reduce its price(s) for such items(s) accordingly within seven (7) calendar days of written notice of noncompliance with this Section 6.21. Concessionaire's failure to comply with the requirements of this Section 6.21 shall be a default under this Agreement, entitling District to exercise any and all remedies available hereunder or as provided by law.

6.22 Credit Cards. Concessionaire shall accept at least three (3) major credit cards. The tap-to-pay feature shall be an option for all patrons when doing business with the concessionaire.

6.23 Warranty. Concessionaire warrants to the District that all goods or services will conform to applicable specifications, drawings, designs, samples and other requirements specified herein and will be merchantable, free from any defects in workmanship, material and design' fit for their intended purpose' and operate as specified and intended.

6.24 Performance Remedies and Liquidated Damages.

- (a) Liquidated Damages for Service Failures: The parties acknowledge that consistent, high-quality service is critical, and that the District will suffer difficulty in measuring damages, including but not limited to lost revenue, reputational harm, and customer dissatisfaction, if Concessionaire fails to meet its obligations. Therefore, the following liquidated damages shall apply (as reasonable estimates of the District's damage and not as a penalty) for each occurrence of the corresponding failure by Concessionaire:
1. Failure to Open on Time or Close Early: \$100 for each hour or part thereof that a required Concession location is not open during required hours.
 2. Failure to Maintain Required Staffing/Service Level: \$250 for each documented instance (after one written warning) of insufficient staffing or substandard

service (e.g., unacceptable wait times, or unmanned service points during operating hours).

3. Cleanliness Violation: \$100 per day after notice that Concessionaire's premises (or common seating areas it must maintain) are not maintained in a clean, sanitary condition

Liquidated damages shall be due and payable upon District's delivery of an invoice or written demand, and District may draw upon the Concession Bond if not timely paid. District's failure to impose liquidated damages for any particular violation shall not constitute a waiver of its right to enforce future violations. The District may, in its discretion, reduce or waive a liquidated damage for a given incident if Concessionaire provides evidence of extenuating circumstances, but any such waiver shall not prejudice District's right to enforce the clause thereafter.

- (b) District Self-Help and Cover: If Concessionaire fails to perform any obligation hereunder (including, without limitation, maintaining adequate stock or service, keeping premises clean and safe, or other requirements) within any applicable cure period specified by District's notice, the District may, but is not obligated to, perform the obligation or obtain substitute performance (through its own forces or third-party contracts) on behalf of Concessionaire. Concessionaire shall reimburse the District, upon demand, for all costs incurred in such performance, plus an administrative charge equal to twenty-five percent (25%) of such costs. The District may offset such costs against any amounts due to Concessionaire or draw on the Concession Bond. Any act by the District in accordance with this subsection shall not be deemed a waiver of Concessionaire's default, and the District retains all other rights under this Agreement (including the right to terminate for the default).
- (c) Progressive Enforcement: The District may elect to issue written warnings or require Concessionaire to meet with District to develop a corrective action plan for certain violations in lieu of immediately exercising remedies. However, repeated or material failures by Concessionaire (whether or not the subject of a prior warning) may result in immediate imposition of liquidated damages or default action. Concessionaire agrees to participate in any required performance review meetings and to cure noted deficiencies by the deadlines established in any corrective action plan approved by District. Failure to timely cure per such plan shall be deemed a breach of this Agreement. Nothing herein shall obligate District to provide multiple notices or an opportunity to cure beyond what is required by Article 14 for an Event of Default.
- (d) Specific Performance and Injunctive Relief: Concessionaire acknowledges that certain obligations under this Agreement are of a unique and special nature, the breach of which would cause irreparable harm to the District and the traveling public for which monetary damages would not be an adequate remedy. Accordingly, in addition to any other remedies, the District shall be entitled to seek equitable relief, including temporary or permanent injunctions and orders of specific performance, to compel Concessionaire's compliance with its obligations hereunder (such as continuous operation, compliance with exclusivity or prohibited conduct, and vacating the premises upon termination). Concessionaire expressly waives any requirement that the District post a bond for such equitable relief, to the extent permitted by law. This subsection shall survive termination of the Agreement.

ARTICLE 7 MAINTENANCE STANDARDS

7.01 Minimum Maintenance Costs. During each Contract Year of the Agreement, Concessionaire agrees to set aside an amount equal to one-quarter percent (.25%) of its Annual Gross Revenues to be used solely for maintenance, painting and annual cleanup during each Contract Year and Concessionaire agrees to expend such sums for such purposes during each Contract Year. Upon request, Concessionaire shall provide such documentation as District may reasonably request to document that such expenditures have been made for each Contract Year. Minimum Maintenance cost reserve amount is not applicable in the first Contract year.

7.02 Water Leakage. District shall not be liable to Concessionaire for any damage to food or beverage product or merchandise, trade fixtures or personal property of Concessionaire in the CSA caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment. Furthermore, District shall not be liable to Concessionaire for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of any CSA, or the Terminal, unless (i) District has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

7.03 Janitorial and Cleaning Services. Concessionaire shall provide at its expense such janitorial and cleaning service and supplies as may be necessary or required in the operation and maintenance of its CSA. Concessionaire also agrees to keep and maintain the interior of its CSA in a clean, neat and sanitary condition, and attractive in appearance, at its sole cost and expense.

7.04 Concessionaire's Responsibilities. Concessionaire shall maintain and make necessary repairs to the interior of its CSA and the furniture, fixtures and equipment therein and appurtenances thereto. This maintenance shall be such that the original theme will be maintained in accordance with the original approved plans for the CSA.

7.05 Service Lines. Concessionaire shall keep and maintain in good condition all service lines, electrical equipment, and fixtures located at or in its CSA.

7.06 Quality of Repairs. All repairs done by the Concessionaire or on its behalf shall be of first-class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the District or by federal, state and local authorities having jurisdiction over the work.

7.07 Inspection Right. The District may inspect the CSA at any time to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement and other enumerated health and operational standards. Upon written notice by the District to Concessionaire, Concessionaire shall perform the required maintenance or repair needed to meet the standards of this Agreement. The District shall reasonably judge Concessionaire's performance under this Article as to the quality of maintenance and repair. If Concessionaire has not made a good faith effort, as determined by the District, to begin to perform the maintenance or repair within ten (10) calendar days after receipt of the District's written notice and to diligently pursue the same to completion, District shall have the right to enter the CSA and perform the necessary maintenance or repair, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to District for payment of the costs thereof, including the labor cost for the District employees, plus twenty-five percent (25%) administrative overhead. Such

maintenance or repair cost, plus the administrative cost, shall be due and payable within ten (10) calendar days of the District's billing.

7.08 Trash and Garbage. Concessionaire will provide for timely and adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations. Concessionaire agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its CSA. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Concessionaire shall maintain the CSA in a neat, orderly and clean condition. There shall be no food, papers, or rubbish visible at any time. This requirement includes the regular cleaning of the grease traps to prevent stoppage of the outside sewer main.

7.9 Deliveries. All deliveries will be made in a manner, location, and at times established by the District. All vendors traveling on the Airport's apron must be escorted by an employee or agent of Concessionaire (and otherwise in accordance with the requirements of the District). Concessionaire and all its vendors must comply with the requirements of the TSA and with the Airport Security Plan.

7.10 Rodents, Insects and Pests. Concessionaire agrees to provide adequate control of rodents, insects, and other pests in its CSA. In the event that Concessionaire's rodent, insect and pest control program is not acceptable or sufficient, District may seek to control such rodents, insects and pests by other means. Concessionaire hereby expressly agrees that it shall fully assume and be liable to District for payment of the costs thereof, including the labor cost for the District employees, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within ten (10) calendar days of the District's billing.

7.11 Damage to Persons and Property. The District shall not be liable to Concessionaire for any damage to persons or property of any kind caused by damage or disrepair to the CSA, unless District has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and any such damage or disrepair was not due to negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

ARTICLE 8 CONSTRUCTION OF IMPROVEMENTS/SIGNAGE

8.01 Required Improvements. Concessionaire shall, at its sole cost and expense, install all improvements furniture, trade fixtures and equipment necessary and customary for the operation of the concession within the CSA in accordance with the requirements of this Article 8.

8.02 Alterations, Improvements or Additions. Concessionaire shall make no alterations, additions, or improvements to the CSA without the prior written approval from District, which approval may be granted or withheld by the District in its sole discretion.

8.03 Construction Requirements. All Improvements, alterations and additions made by Concessionaire to the CSA shall be of high quality and meet applicable Federal, State and local laws, regulations, the District's Development Standards, rules and requirements. Prior to the commencement of construction, two (2) full and complete set of plans and specifications for all Improvements, alterations and/or additions shall be submitted to the District for their review and approval, which approval may be granted or withheld in the District's sole discretion. All improvements shall be completed in accordance with construction standards established by the District and the plans and specifications approved by the District. The District shall use reasonable commercial efforts to provide Concessionaire with any comments on its plans and its requests for

changes within two weeks of receipt. If changes are requested, after consultations with the District, Concessionaire shall make the changes within two weeks following such discussions.

8.04 Construction Requirements & Bonds. Concessionaire shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements, including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, material men, suppliers, and professionals, are paid in full for such services and materials. **CONCESSIONAIRE, AT ITS SOLE COST AND EXPENSE, SHALL CAUSE TO BE MADE, EXECUTED AND DELIVERED TO DISTRICT PRIOR TO COMMENCEMENT OF ANY IMPROVEMENTS TO THE CSA, A PERFORMANCE BOND AND A PAYMENT BOND, DRAWN IN A FORM AND SUBSTANCE ACCEPTABLE TO DISTRICT, AND ISSUED BY A COMPANY APPROVED BY THE DISTRICT, GUARANTEEING COMPLIANCE BY CONCESSIONAIRE OF ITS OBLIGATIONS ARISING UNDER THIS ARTICLE 8. SUCH PAYMENT AND PERFORMANCE BONDS SHALL COMPLY WITH SECTION 255.05, FLORIDA STATUTES IN A FORM APPROVED BY THE DISTRICT.** Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of the District endorsed thereon, in such amounts and in such manner as the District may reasonably require. The District may require additional insurance for any alterations, additions, or improvements approved pursuant to this Agreement in such amount(s) as the District reasonably determines to be necessary.

8.05 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by the District to subject the estate of the District to liability under the Construction Lien Law of the State of Florida. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by the District, Concessionaire shall file a notice satisfactory to the District in the Public Records of Bay County, Florida stating that the District's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the CSA, or other District property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim or transfer same to security within ten (10) calendar days, the District may do so and thereafter charge Concessionaire. Concessionaire shall promptly pay to District upon demand all costs incurred by the District in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees, plus twenty-five percent (25%) administrative overhead.

8.06 Signage. Concessionaire has the right to install and maintain appropriate signs in the CSA provided the design, placement, installation and maintenance of such signs is consistent with the graphic standards of the Airport, and the Concessionaire has the written approval of the District prior to installation. The signage existing in the CSA as of the Commencement Date of this Agreement shall in no way establish the standard or precedent as to the type of signage that the District shall deem acceptable in the future in connection with Concessionaire's Minimum Capital Expenditures, Midterm Refurbishment(s), or any other improvements or refurbishing of the CSA.

ARTICLE 9 TITLE TO IMPROVEMENTS

9.01 Title to Improvements. All Improvements constructed or placed upon the CSA, excluding furnishings, equipment and trade fixtures, shall become the absolute property of the District upon termination or expiration of this Agreement and District shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances.

9.02 Evidence of Transfer of Ownership. Upon the request of the District, Concessionaire shall provide District with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to District that the Improvements are free from liens, mortgages and other encumbrances.

9.03 Removal of Improvements. Notwithstanding anything in this Agreement to the contrary, all structural improvements, including but not limited to permanent fixtures, built-in equipment, and any improvements that are affixed to or become part of the real property, shall remain the property of District upon expiration or termination of this Agreement. District shall be entitled, at its option, to require Concessionaire to remove only trade fixtures, furnishings, displays, equipment and personal property that can be removed without material damage to the CSA, at Concessionaire's sole cost and expense. District shall be entitled, at its option, to have the CSA returned to District free and clear of some or all of the improvements at Concessionaire's sole cost and expense. In such event, District shall provide timely notification to Concessionaire of its election to require removal of Improvements and, to the extent possible, District shall notify Concessionaire at least sixty (60) calendar days prior to the expiration or termination of this Agreement. Concessionaire shall have sixty (60) calendar days from date of notice within which to remove the Improvements. If Concessionaire fails to remove the Improvements, District may remove the Improvements. Concessionaire agrees that Concessionaire shall fully assume and be liable to District for payment of all costs of removal of the Improvements (whether direct or indirect) incurred by the District, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to District within ten (10) calendar days from the date of the written notice provided by the District. The obligations arising under this Article 9 shall survive the expiration or termination of this Agreement.

ARTICLE 10 SECURITY

Concessionaire acknowledges and accepts full responsibility for the security and protection of the CSA and any and all inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities. Concessionaire expressly agrees to comply with all rules and regulations of the District and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Concessionaire fully understands that the security protection provided by the District is limited to that provided by the District's Police Department for the benefit of the District and for the benefit of any and all other business situated at the Airport, and expressly acknowledges that any security measures deemed necessary or desirable for additional protection of the CSA shall be the sole responsibility of Concessionaire and shall involve no cost to District.

ARTICLE 11 INSURANCE

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the limits, coverages and endorsements required herein. Neither the

requirements contained in this Article 11, nor the District's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

11.01 Commercial General Liability: Concessionaire agrees to maintain Comprehensive Commercial General Liability and Property Damage at a limit of liability not less than \$2,000,000 Each Occurrence. Concessionaire further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, nor Cross Liability. In addition, Concessionaire shall provide Liquor Liability coverage if alcoholic beverages of any kind are sold in the CSA.

11.02 Business Automobile Liability: Concessionaire agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Concessionaire further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Concessionaire does not own automobiles, Concessionaire agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the Concessionaire requires Airport Operations Area (AOA) access, then the Business Automobile Liability Limit will be not less than \$5,000,000.

11.03 Liquor Liability Concessionaire is responsible for procuring and maintaining liquor liability no less than \$1,000,000 Each Occurrence or claim and \$2,000,000 aggregate.

11.04 Worker's Compensation Insurance & Employers Liability. Concessionaire shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

11.05 Additional Insured; Primary Coverage. Concessionaire agrees to endorse the District as an Additional Insured (using an Additional Insured – Designated Person or Organization endorsement or similar) on the Commercial General Liability, Liquor Liability, Business Automobile Liability, and Umbrella/Excess Liability (if applicable). The Additional Insured shall read "Panama City – Bay County Airport and Industrial District." Coverage provided to the District as Additional Insured shall be primary and noncontributory with any insurance maintained by the District.

11.06 Waiver of Subrogation: Concessionaire agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Concessionaire to enter into a pre-loss agreement to waive subrogation without an endorsement, then Concessionaire agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.

11.07 Certificate(s) of Insurance: Concessionaire agrees to provide the District a Certificate(s) of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. Certificate(s) of Insurance shall evidence that the required policies are endorsed to provide the District with at least thirty (30) calendar days' prior written notice of cancellation or non-renewal (except as otherwise permitted by law). The Certificate Holder address shall read:

Panama City – Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, Florida 32409

11.08 Umbrella or Excess Liability: Concessionaire may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for the Commercial General Liability and Business Auto Liability. Concessionaire agrees to endorse the District as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure “True Follow-Form” basis.

11.09 Right to Revise or Reject. The District reserves the right, but not the obligation, to review and revise any insurance requirement, including limits, coverages and endorsements, based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer providing coverage that is not reasonably acceptable to the District.

11.10 Cancellation or Lapse of Coverage. Coverage shall not cease and is to remain in force (subject to cancellation notice) until all performance required of Concessionaire is completed. All policies must be endorsed to provide District with at least thirty (30) calendar days’ notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration. District shall have the option to suspend the Agreement should there be a lapse in coverage at any time during the contract. Failure to provide and to maintain the required insurance for more than thirty (30) days shall constitute a material breach of the Agreement.

11.11 Deductibles, Coinsurance, & Self-Insured Retention. Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.

11.12 No Representation of Coverage Adequacy. Concessionaire acknowledges the limits, coverage and endorsements required by this Article are intended to minimize liability for the District. Concessionaire agrees that it will not rely upon the requirements of this Article 11 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 12 INDEMNIFICATION

To the fullest extent permitted by law, the Concessionaire agrees to indemnify, defend and hold harmless the District, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses including, but not limited to, all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute

resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Concessionaire's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Concessionaire, Concessionaire's Subcontractor(s) or anyone directly or indirectly employed or hired by Concessionaire, or anyone for whose acts Concessionaire may be liable. The District reserves the right, but not the obligation, to participate in defense without relieving Concessionaire of any obligation hereunder.

ARTICLE 13 DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

13.01 Concessionaire's Obligations. Concessionaire hereby assumes full responsibility for the condition of the CSA and character, acts and conduct of all persons admitted to the CSA by or with the actual or constructive consent of Concessionaire or by or with the consent of any person acting for or on behalf of Concessionaire. If the CSA improvements, or any part thereof, are damaged, by the act, default or negligence of Concessionaire, or of Concessionaire's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the CSA by Concessionaire or otherwise, Concessionaire shall, at its sole cost and expense, restore the CSA to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) calendar days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Concessionaire in accordance with the construction requirements contained herein and as established by the District. If Concessionaire fails to restore the CSA as required above, District shall have the right to enter the CSA and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to District for payment of the costs therefor, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within ten (10) calendar days from date of written notice thereof.

13.02 Right to Cancel. If any of the improvements on the CSA are damaged or destroyed in whole or in part by fire or other casualty, Concessionaire may, subject to approval of the District, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement provided (i) Concessionaire shall provide District written notice thirty (30) calendar days-notice prior to such proposed termination, (ii) the District approves such termination and (iii) Concessionaire pays to the District an amount equal to the amount of insurance that Concessionaire is required to have in effect pursuant to this Agreement, plus the amount of any deductibles and/or copayments (collectively, the "Casualty Termination Amount"). Upon the District's approval, this Agreement shall terminate and the Casualty Termination Amount shall be paid to and retained by the District. All fees and other sums due hereunder payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance Casualty Termination Amount by the District under this Article 13 will relieve Concessionaire from any responsibility to restore the CSA to its former condition; provided, however, that Concessionaire expressly agrees, covenants and warrants that nothing herein shall serve to relieve Concessionaire of its liability for penalties or expenses associated with, arising out of, or in any way resulting from any impairment of or damage to the environment. The Concessionaire further waives any claim against the District for damages or compensation, should this Agreement be so terminated.

13.03 Insurance Proceeds. If the Agreement is not terminated pursuant to Section 13.02, upon receipt by Concessionaire of the proceeds of the insurance policy or policies, the proceeds shall be deposited in an escrow account approved by the District so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

13.04 Termination Upon Destruction or Other Casualty. In the event the CSA, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by the District impossible, then District, at its sole option, may terminate this Agreement. Concessionaire shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Concessionaire hereby waives any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 14 DEFAULT AND TERMINATION

14.01 District's Rights of Termination. The District, in addition to any other right of termination herein given or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement after giving Concessionaire written notice upon or after any one or more of the following events ("Events of Default"). Concessionaire shall have thirty (30) calendar days to cure an Event of Default, unless another specific time period is set forth herein. The thirty (30) day cure period shall commence upon receipt of written notice from the District. The Events of Default include:

- a. Concessionaire fails to make due and punctual payment of any rents, fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter, provided; however, upon the expiration of the fifteen (15) day period contained in this subsection, Concessionaire shall not be entitled to any further notice or cure opportunity beyond this 15-day period for any failure to pay fees; or
- b. Concessionaire files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Concessionaire's assets; or
- c. Institution of proceedings in bankruptcy against Concessionaire and continuation thereof for a period of ninety (90) calendar days; or
- d. Taking of jurisdiction by a court of competent jurisdiction of Concessionaire or its assets pursuant to proceedings brought under the provisions of any federal or state insolvency or reorganization act; or
- e. Appointment of a receiver or trustee of Concessionaire's assets by a court of competent jurisdiction or by a voluntary agreement with Concessionaire's creditors; or

- f. Abandonment by Concessionaire of the Assigned CSA Area or the failure to conduct its business with the District and/or Airport passengers and, in this connection, suspension of operations for a period of ten (10) calendar days will be considered abandonment; or
- g. Concessionaire is prevented for a period of thirty (30) calendar days, from conducting its business with the District and/or Airport passengers, or it is so prevented from conducting any business at the Airport, either by:
 - i. reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the CSA or premises required for the actual operation of Concessionaire's business at the Airport, or
 - ii. if all or a substantial part of the CSA shall be acquired through the process of eminent domain; or
- h. The failure of Concessionaire to use the CSA in accordance with the terms and conditions of this Agreement; or
- i. The failure of the Concessionaire to maintain the insurance required by this Agreement; or
- j. The failure of Concessionaire within thirty (30) calendar days after receipt of written notice from the District, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Concessionaire commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence; or
- k. Concessionaire's failure to provide the Security for Payment in accordance with Article 5.04 or to renew or replace such Security for Payment on or before the date on which the same is required hereunder; or
- l. Concessionaire fails to take possession of the CSA; or,
- m. Concessionaire is placed on the Florida Department of Management Services' "Discriminatory Vendor List" or is found to have provided a false certification under Sections 287.133 or 287.134, Florida Statutes.

14.02 Payment after Default: The acceptance of rentals, fees or charges by the District from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estoppel of any right on the part of the District to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

14.03 Termination and Reletting: Should there occur an early termination of this Agreement pursuant to the terms of this Agreement, District shall have the right to enter the CSA of Concessionaire, make repairs necessary of the CSA, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Concessionaire shall remain liable to District for the full amount of all fees and charges, except the percentage fee under Article 5.03, and shall continue to pay the same or such part thereof that remains unpaid after the application of the fees and charges collected by the District from such other agreement for the CSA and privileges or any part thereof. Concessionaire shall remain liable for such payments whether or not another agreement is entered into, District's responsibility being in mitigation of damages as provided herein.

14.04 Concessionaire's Right of Termination: In addition to any other right of cancellation herein given to Concessionaire or any other rights to which it may be entitled by law, as long as Concessionaire is not in default in payment to District of any amounts due District under this

Agreement or any other agreement, Concessionaire may terminate this Agreement by giving District thirty (30) calendar days' advance written notice, to be served as hereinafter provided, upon or after the happening of the following events:

- a. Permanent abandonment of passenger airline operations at the Airport; or
- b. Default by the District of any of the covenants or conditions contained herein and the failure of the District to remedy such default for a period of sixty (60) calendar days after its receipt from Concessionaire of written notice to remedy the same; or
- c. Concessionaire shall be prevented for a period of thirty (30) calendar days, after exhausting or abandoning all appeals, by an action of any government authority, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the CSA by the U.S. Government.

ARTICLE 15 AIRPORT SECURITY

15.01 Security Regulations. Concessionaire agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire or Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program (ASP) and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the District, and to take such steps as may be necessary or directed by the District to ensure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees and representatives to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the District. District shall have the right to require the removal or replacement of any employee and representatives of Concessionaire at the Airport that the District has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, the District incurs any fines and/or penalties imposed by any federal, state or local governmental entity, including the FAA or TSA; any expense in enforcing the regulations of any federal, state or local governmental entity, including the FAA or TSA or the rules or regulations of the District; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to District all such costs and expenses, including all costs of administrative proceeding, court costs, and attorney fees and all costs incurred by the District in enforcing this provision.

Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by the District, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, District may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that the District may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by the District, the FAA or TSA.

Concessionaire hereby expressly agrees that it shall fully assume and be liable to District for payment of the costs related to this Article 15 thereof, plus twenty-five percent (25%) administrative overhead with all amounts be due and payable within ten (10) calendar days of the District's billing.

15.02. Security Badges. Consultant, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the District and the Transportation Security Administration (TSA). Any persons who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the District's Police Department. At the time the application is made, the Respondent is responsible for payment of the then-current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$25 per badge and \$29 per Security Threat Assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a lost badge fee. Any person who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle may be driven on Airport property without the driver possessing a valid State issued operator's license. No vehicle shall be driven on Airport property without proper identification (company logo or Airport decal), proper safety markings and proper insurance coverage. All drivers must comply with Airport procedures. No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's Airport access and a fine of up to \$10,000.

ARTICLE 16 ASSIGNMENT AND TRANSFER

Concessionaire shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement, or sublet the CSA, or any portion thereof ("Assignment"), without the prior written consent of the District, which consent shall not be unreasonably withheld by the District. Any such attempted Assignment without the District's approval shall be null and void. In the event the District consents in writing to an Assignment, Concessionaire shall have the right to the extent permitted by the District's consent to such Assignment, provided that the use of the CSA shall be limited to the same uses as are permitted under this Agreement. No request for, or consent to, such Assignment shall be considered unless Concessionaire shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. District reserves the right to investigate the financial capacity of the proposed assignee. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to District for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. District may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of the District's obligations hereunder, District shall be released from all liability and obligation arising hereunder after such assignment.

ARTICLE 17 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

17.01. Legal Compliance. Concessionaire (including its officers, agents, servants, employees, contractors, sub-operators, and any other person over which Concessionaire has the right to control) agree that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to the District, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), FAA Advisory Circulars and Airport Rules and Regulations.

17.02. Grant Compliance. Concessionaire acknowledges that District operates a federally obligated airport and must comply with FAA sponsor obligations and grant assurances. Concessionaire shall operate the Concession and use the Premises in a manner that does not cause or contribute to District's noncompliance with any such obligations and shall reasonably cooperate with District's compliance efforts.

17.03. ACDBELO Compliance. Concessionaire shall comply with all applicable provisions of 49 CFP Part 23. All Concessionaires (Prime contractors) shall list all certified ACDBE's they intend to use (including themselves) with the Airport ACDBELO. Concessionaire shall provide the County with monthly reports detailing all payments made to ACDBEs, or in the case that the Concessionaire is an ACDBE, monthly reports detailing all pertinent gross revenue amount to be applied toward the ACDBE goals as described in the County' ACDBE Program and 49 CFR Part 23.

17.04. Training. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the District may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

ARTICLE 18 AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as amended, and the State of Florida Accessibility Requirements Manual (ARM) as it applies to Concessionaire's facilities and operations at the Airport.

ARTICLE 19 NON-DISCRIMINATION

19.01 Civil Rights; Title VI; 49 U.S.C. § 47123. Concessionaire agrees to comply with all applicable civil rights statutes, executive orders, and implementing regulations, including Title VI of the Civil Rights Act of 1964, 49 CFR part 21, and 49 U.S.C. § 47123, 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 participation in, denied the benefits of, or otherwise subjected to discrimination under any activity conducted with or benefiting from Federal assistance in connection with the Airport.

19.02 Nondiscrimination; ACDBE; 49 CFR part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR part 23 (Participation of Disadvantaged Business Enterprise 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, subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. Concessionaire agrees to include the foregoing nondiscrimination clause in any subsequent agreement covered by 49 CFR part 23 that it enters into, and to cause those businesses to similarly include the clause in further covered agreements.

19.03 Enforcement; Sanctions. Concessionaire shall use the CSA(s) and perform this Agreement in compliance with the nondiscrimination requirements set forth in this Article 19 and the List of Pertinent Nondiscrimination Acts and Authorities set forth below. With respect to this Agreement, in the event of breach of any nondiscrimination covenants, the District will have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding approvals or consents, and/or (ii) cancelling, terminating, or suspending this Agreement, in whole or in part, and entering or re-entering and repossessing the CSA(s), to the extent permitted by law.

19.04 ACDBE Program Compliance; Reporting; Cooperation. To the extent required by state or federal law, Concessionaire shall comply with the District's ACDBE Program and any ACDBE goals and requirements applicable to this Agreement, as approved by the FAA and as may be amended from time to time. Concessionaire shall cooperate with the District's ACDBE Liaison Officer ("ACDBELO") and shall: (a) submit all ACDBE participation and gross receipts reports required by the District (including monthly reports, if requested) in the format and on the schedule

required by the District; (b) maintain records of all covered subagreements, purchases, leases, and other transactions and make such records available for inspection, audit, and monitoring by the District and FAA upon request; (c) ensure that any ACDBE participation credited toward goals is commercially useful and meets the requirements of 49 CFR part 23; (d) include the nondiscrimination clause of Section 19.02 in any covered subagreement; (e) make prompt payment to ACDBE firms for satisfactory performance of their work or services in accordance with 49 CFR part 23 and the District's ACDBE Program; and (f) obtain the District's prior written approval of any material change to ACDBE participation commitments reflected in Exhibit 2. Failure to comply with this Section 19.04 shall constitute a material breach and may be treated as an Event of Default.

19.05 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Concessionaire agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); (b) 49 CFR part 21; (c) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) and 49 CFR part 27; (e) the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); (f) 49 U.S.C. § 47123; (g) the Civil Rights Restoration Act of 1987 (P.L. 100-209); (h) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131–12189) and 49 CFR parts 37 and 38; (i) Executive Order 12898; and (j) Executive Order 13166 and related DOT guidance regarding meaningful access for persons with Limited English Proficiency.

ARTICLE 20 RIGHTS RESERVED TO DISTRICT

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to District. District expressly reserve(s) the right to prevent any use of the described CSA which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.

ARTICLE 21 RIGHT TO ENTRY

District, through its Executive Director, shall have the right to request from Concessionaire and to be provided entry to the CSA assigned herein to Concessionaire, for the purposes and to the extent necessary to protect District's rights and interest, to provide for periodic inspection of said CSA from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon twenty-four (24) hours' notice and jointly with a representative from Concessionaire. No notice shall be required in the event of emergency.

ARTICLE 22 RIGHT OF FLIGHT

District reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the CSA together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

SAMPLE

**ARTICLE 23
PROPERTY RIGHTS RESERVED**

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which District acquired the land or improvements thereon, of which said CSA are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States of America, or any of its agencies, 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, and to any terms or conditions imposed upon the Airport by any other governmental entity.

**ARTICLE 24
RESERVED**

**ARTICLE 25
CONCESSION FEES AS A SEPARATE COVENANT**

Except as specifically provided in this Agreement for Force Majeure events, Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of Concession Fees and other fees and charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rents, fees and charges is a covenant by Concessionaire that is independent of the other covenants of the parties hereunder, subject to the specific exceptions set forth in this Agreement.

**ARTICLE 26
NOTICES AND COMMUNICATIONS**

All notices or other communications to District or Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO DISTRICT:
Executive Director
Panama City- Bay County Airport
And Industrial District
6300 West Bay Parkway, Box A
Panama City, Florida 32409

TO CONCESSIONAIRE:

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

**ARTICLE 27
TAXES, PERMITS, LICENSES**

Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed, whether tangible or intangible, against its interest in the CSA, including any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport. Concessionaire shall have the right to challenge any and all taxes assessed against its interest at its own expense.

ARTICLE 28 SURRENDER OF CSA

Concessionaire shall surrender up and deliver its CSA to District upon termination of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided the Concessionaire is not in default in the payment of rents, fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement, shall remove all of its personal property from the CSA forthwith. Failure on the part of Concessionaire to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to District for whatever disposition is deemed to be in the best interest of the District. Any costs incurred by the District in the disposition of such personal property shall be borne by the Concessionaire.

ARTICLE 29 NO ACCEPTANCE OF SURRENDER

No act or action done by the District or District's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 30 PERSONAL PROPERTY

Any personal property of Concessionaire or of others placed in the CSA shall be at the sole risk of the Concessionaire or the owners thereof, and the District shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery from District for such damage, destruction or loss. The District shall not be liable for any damage or loss of any personal property placed or moved into the CSA.

ARTICLE 31 APPLICABLE LAW AND VENUE

The agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Bay County, Florida. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the Judicial Circuit Court in and for Bay County, Florida.

ARTICLE 32 INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

SAMPLE

ARTICLE 33 FEDERAL RIGHTS TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the CSA are located, for public purposes for a period in excess of ninety (90) calendar days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 36 shall not act or be construed as a waiver of any rights Concessionaire may have against the United States as a result of such taking.

ARTICLE 34 RELATIONSHIP OF THE PARTIES

Concessionaire, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and not a servant, agent or employee of the District. This contract shall not be deemed to create any joint venture, partnership, or common enterprise between the Concessionaire and the District, and the rights and obligations of the parties shall not be other than as expressly set forth. Concessionaire shall be solely responsible to all parties for its respective acts or omissions, and the District shall in no way be responsible therefore.

ARTICLE 35 STATUS UPON EXPIRATION

If Concessionaire holds over and continues in possession of the CSA after expiration or termination of this Agreement, other than with the written consent of the District, Concessionaire will be deemed to be occupying the CSA at sufferance from month-to-month tenancy, without limitation on any of the District's rights or remedies, subject to all of the terms and conditions of this Agreement. The CSA rental shall be based on the same formula as the last month of the Term of the Agreement prior to the holdover, but shall be two hundred percent (200%) of such amount.

It is agreed and understood that any holding over of Concessionaire after the expiration or termination of this Agreement shall not renew or extend this Agreement but shall operate and be construed as a license from month to month, at the sole sufferance of the District. Without any further notice other than the notice established by this provision, Concessionaire shall be required to pay to the District during any holdover period monthly Concession Fees equal to double (2x) the amount of the monthly Concession Fees that were due and payable for the month immediately preceding the expiration or termination of this Agreement, plus any other charges required to be paid hereunder during such holdover period. Concessionaire shall be liable to the District for all loss or damage on account of any such holding over against the District's will after the termination or expiration of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. Acceptance of holdover payments by the District shall not operate or give Concessionaire any right to remain in possession nor shall it constitute a waiver by the District of its right to immediate possession of the premises. In no event shall any holdover continue for more than one hundred eighty (180) days without the District's written consent, and in no event shall any holdover extend the total occupancy term beyond ten (10) years from the Commencement Date unless otherwise permitted by applicable law and FAA requirements.

ARTICLE 36 ENVIRONMENTAL REGULATIONS

36.01 Environmental Representations. Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to the District, upon which the District expressly relies that:

- a. Concessionaire is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the CSA. Concessionaire agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- b. Concessionaire agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
- c. Concessionaire shall secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- d. Concessionaire, its employees, agents, contractors, and all persons working for, or on behalf of Concessionaire, have been fully and properly trained in the handling and storage of all such hazardous and toxic waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- e. Concessionaire shall provide the District satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- f. Concessionaire agrees to cooperate with any investigation, audit or inquiry by the District or any governmental agency regarding possible violation of any environmental law or regulation.

36.02 Environmental Indemnification Concessionaire hereby expressly agrees to indemnify and hold the District and each of its board members, officers, employees and agents harmless from and against all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees caused by Concessionaire's failure to comply with any applicable environmental laws insofar as they related to Concessionaire's operations at the Airport, except to the extent that liability, damage, or death was (i) caused by or resulting from any condition that existed prior to Concessionaire's first occupancy of its Concessionaire Premises under this Agreement or a prior agreement with the District or its predecessor or (ii) caused by the negligence or willful misconduct of the District or a third party not contractually related to Concessionaire. The District (i) shall provide written notice to Concessionaire of any claim that could be subject to the foregoing indemnification obligations, (ii) shall cooperate with Concessionaire in the defense of any such claim, (iii) shall not settle any such claim without the consent of Concessionaire, and (iv) shall not take any action that interferes with the defense of

any such claim. This provision shall survive for a period of three (3) years after the expiration or termination of this Agreement.

ARTICLE 37 SEVERE DECLINE IN ENPLANEMENTS

In the event the number of enplaning passengers departing at the Airport on regularly schedule flights during three consecutive calendar months is less than eighty percent (80%) of the number of such enplaning passengers during the same calendar months of the immediate prior year, the parties hereby agree to negotiate in good faith and attempt to resolve the rent obligations by making appropriate adjustments to the MAG as defined in Article 5 for each affected month. Upon agreement of modified MAG, a formal amendment to the Agreement will be executed memorializing said changes.

ARTICLE 38 EMINENT DOMAIN

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against the District but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

ARTICLE 39 DISTRICT NOT LIABLE

The District shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) cessation for any reason of air carrier operations at the Airport Terminal or (b) diversion of passenger traffic to any other facility. District shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury whatsoever sustained by Concessionaire including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current (unless a direct result of negligence by the District) or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of the District. All personal property placed on or moved on to the CSA shall be at the sole risk of Concessionaire.

ARTICLE 40 WAIVERS

No waiver by the District at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure or omission of the District to reenter the CSA or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by the District shall be required to restore or revive time as of the essence hereof after waiver by the District or default in one or more instances. No option, right, power, remedy, or privilege of the District shall be construed as being

exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to the District by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by the District shall not impair its rights to any other right, power, option or remedy.

ARTICLE 41 TIME OF THE ESSENCE

Time is expressed to be of the essence of this Agreement.

ARTICLE 42 CONSTRUCTION

Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.

ARTICLE 43 RADON GAS

It is a requirement of the State of Florida that the following notification statement be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 44 MISCELLANEOUS

44.01 Binding Effect; Construction; Governing Law. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular includes the plural, the plural includes the singular, and the use of any gender includes all genders. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

44.02 Contract Documents Incorporated. The Contract Documents are incorporated by reference and made a part of this Agreement. The Contract Documents consist of: (a) this Agreement; (b) Exhibit 1 (Concession Service Areas and/or Drawings), if any; (c) Exhibit 2 (Concessionaire's Proposal/Response to the RFP, including the Financial Proposal), as accepted by the District; (d) the RFP (as defined herein), including all addenda and written answers/clarifications issued by the District; (e) Exhibit 4 (District Standard Solicitation Terms and Conditions for RFP-2026-11, Version 2), incorporated for the limited purposes set forth in Section 44.05; (f) any written final clarifications, negotiations, or best-and-final-offer documents executed by the parties, if any; and (g) any other exhibits, attachments, or amendments executed by the parties.

44.03 Entire Agreement; Amendment. This Agreement and the Contract Documents represent the complete agreement of the parties and supersede any prior or contemporaneous agreements or representations, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by the parties and approved by the District as required by law.

44.04 Order of Precedence. In the event of any conflict or inconsistency among the Contract Documents, the following order of precedence shall apply: (1) a written amendment to this Agreement executed by the parties; (2) this Agreement (excluding incorporated exhibits); (3) the Exhibits to this Agreement; (4) the RFP, including all addenda and written clarifications; (5) Concessionaire's Proposal/Response (Exhibit 2); and (6) the District's standard solicitation terms and conditions (Exhibit 4), to the limited extent incorporated.

44.05 Procurement Provisions; Proposal Limitations. Any provisions in the RFP, the District's standard solicitation terms and conditions, or other procurement documents that relate solely to the solicitation or award process (including submission instructions, evaluation criteria, protest procedures, cone of silence, and bid submittal public records instructions) are not intended to, and shall not, create post-award contractual obligations. To the extent Concessionaire's Proposal/Response (Exhibit 2) contains statements that conflict with this Agreement or are aspirational or promotional in nature, such statements shall not be binding; however, the specific commitments, schedules, and financial terms accepted by the District and incorporated into Exhibit 2 shall be binding.

44.06 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver by the District of its sovereign immunity or limits of liability under section 768.28, Florida Statutes, or any other applicable law.

44.07 Severability. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion hereof.

ARTICLE 45 DISTRICT'S RIGHT TO RELOCATE CONCESSIONAIRE

At any time before or after completion of the CSA or during the Agreement Term, the District shall have the right to relocate portions of Concessionaire's operations if the Concessionaire agrees to the relocation, or to recapture a portion or portions of Concessionaire's CSA (excluding office and storage Area). The District may only relocate or recapture the CSA prior to the expiration of the Agreement if the CSA are required for the operation of the Airport. If the District exercises either of the above options, the District shall either: (i) make its best efforts to locate and offer comparable premises at the Airport to Concessionaire (hereafter "Relocation Premises"); or (ii) reimburse Concessionaire for the portion of Concessionaire's CSA recaptured by the District as described below.

In the event the District elects to relocate Concessionaire's operations, the District shall advise Concessionaire of the details of the offered relocation. Concessionaire shall have thirty (30) calendar days to accept or reject the District's offer. If Concessionaire accepts the District's offer to relocate, the District shall be responsible for reasonable relocation costs including, but not limited to, closing the recaptured portion of the Assigned Premises and construction of the Relocation Premises which shall be similar to the recaptured portion of the Assigned Premises.

If Concessionaire rejects the District's offer to relocate, then the District shall reimburse Concessionaire for the unamortized cost of the recaptured CSA, as described below.

In the event District offers to reimburse Concessionaire for the portion of Concessionaire's CSA recaptured by the District, the amount of such reimbursement shall be Concessionaire's unamortized cost of the Improvements and Furniture, Fixtures & Equipment associated with recaptured CSA, amortized by the straight-line method of computing depreciation over a ten (10) year period commencing on the Effective Date of this Agreement. The amount of the reimbursement shall be computed and paid to Concessionaire within ninety (90) calendar days after notice of the District's intent to relocate Concessionaire's CSA.

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

DISTRICT:

CONCESSIONAIRE:

PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT

<<<VENDOR NAME>>

BY: _____
Printed Name: _____
Title: _____
Date: _____

BY: _____
Printed Name: _____
Title: _____
Date: _____

WITNESSES FOR THE DISTRICT:

WITNESSES FOR CONCESSIONAIRE:

Signature

Name Printed

Signature

Name Printed

Signature

Name Printed

Signature

Name Printed

EXHIBITS

EXHIBIT 1 – CONCESSION SERVICE AREAS (CSA LIST, DRAWINGS, AND/OR SPACE ALLOCATIONS)

EXHIBIT 2 – CONCESSIONAIRE’S PROPOSAL/RESPONSE TO RFP (INCLUDING FINANCIAL PROPOSAL), AS ACCEPTED BY THE DISTRICT

EXHIBIT 3 – RFP-2026-11 RETAIL AND FOOD-BEVERAGE CONCESSIONS, INCLUDING ALL ADDENDA AND WRITTEN QUESTIONS & ANSWERS/CLARIFICATIONS ISSUED BY THE DISTRICT

EXHIBIT 4 – DISTRICT STANDARD SOLICITATION TERMS AND CONDITIONS FOR RFP-2026-11 (VERSION 2) (INCORPORATED FOR LIMITED POST-AWARD PURPOSES ONLY)

SAMPLE