

**REACHTV® CONCESSION AGREEMENT**  
**at**  
**KANSAS CITY INTERNATIONAL AIRPORT**  
**Contract No. 6224040029**

THIS CONCESSION AGREEMENT (“Concession Agreement”) is made and entered into this \_\_\_\_\_, between KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, (“**City**”), and TRAVEL CONTENT, LLC d/b/a/ REACHTV, (“**Concessionaire**” or “**ReachTV**”) a Delaware limited liability company registered to do business in the state of Missouri under Missouri Charter No. F001697195. Concessionaire or ReachTV and the City shall be sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, City operates and maintains an international airport, known as the Kansas City International Airport, located in Platte County in the State of Missouri (“**Airport**”); and

WHEREAS, the City desires to provide news and entertainment programming services in certain locations in the Airport terminal and concourses (including passenger gate areas located therein) as further described herein; and

WHEREAS, ReachTV is a provider of television programming services at airports throughout the United States; and

WHEREAS, the City and ReachTV have agreed to enter into this Concession Agreement for the provision of news and entertainment programming services at the Airport as further defined herein in accordance with and subject to the terms and conditions of this Concession Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, and the fees to be paid by the Concessionaire, it is agreed and understood by and between the City and the Concessionaire as follows:

This Concession Agreement consists of three parts: Part I, Part II Aviation Department Standard Lease Conditions, and Part III Airport Required Terms and Conditions. These parts and any attachments or exhibits are attached hereto and incorporated herein.

- Exhibit A – Concessionaire Definitions
- Exhibit B – Assigned Service Areas
- Exhibit C – ReachTV Reception Equipment
- Exhibit D – ReachTV’s Advertising Guidelines
- Exhibit E – Airport Advertising Policy
- Addendum 1 - CREO Assurances

**PART I**

**ARTICLE I**  
**TERM & USE**

**Sec 1.1. Term of Concession Agreement.** This Concession Agreement will begin on or about June 1, 2024 (“Commencement Date”), ending on April 30, 2028 (the “Term”).

Termination. The City or Concessionaire may terminate this Concession Agreement at any time with a ninety (90) day written notice, but each party agrees to use good faith efforts to provide advance notice to the other party if it is considering doing so.

## **Sec 1.2. Use of the Airport.**

### **A. Grants and Approvals.**

ReachTV hereby grants the City a revocable, limited, non-exclusive, non-transferable right and license, without the right to sub-license or sub-distribute, to receive and make ReachTV programming channels (the "Service") available via the City's owned, operated or permitted IPTV Network. The City will make the Service available within the passenger terminal buildings but at a minimum for redistribution to and display on a mutually agreed upon number of display screens installed by City at the locations identified on Exhibit "B" (attached hereto) (as same may be updated from time to time upon mutual agreement of the Parties) in the Airport (the "Assigned Service Areas"), or such other locations as mutually agreed by the parties within Kansas City International Airport.

ReachTV hereby grants to the City the right to display the programming provided by ReachTV across The City's IPTV Network. Such right granted to the City provides only the limited right to deliver the live stream to the IPTV enabled devices, such as set-top boxes, decoders, and similar electronic devices of the IPTV Network (each a "Device" and collectively, the "Devices"), exactly as the Service is delivered by ReachTV. The City shall have no right to create video clips, segments or an archive from the live stream and shall only permit its IPTV Network to receive the Service on its respective Devices within the Approved Installation Areas. The City will not permit airport tenants to further distribute the Service.

The City acknowledges and agrees that, as between the parties, ReachTV shall retain exclusive ownership and all right, title, and interest in and to the Service, including, but not limited to, all copyrights, and nothing herein shall be deemed to transfer any right, title or interest in the Service to the City, except for the limited purposes set forth in this Agreement. The City shall not, directly or indirectly, make any use of, or claim use of the Service that will violate or infringe the foregoing rights of ReachTV. In addition to any other limitations or conditions set forth herein, the license granted herein is subject to, and contingent upon, the City's strict compliance with the following requirements: (i) the City shall not distribute the Service by any other technology other than those identified herein or as otherwise agreed upon in writing by the City and ReachTV; (ii) the City shall not have the right to, and shall not, distribute the Service to anyone other than to its Devices, nor authorize any other third party, to use or receive the Service; (iii) the City shall transmit the Service from the City's Connection Point to the network access point(s) located within the Airport; (iv) the City shall only distribute the Service as a one-way transmission of programming to Devices within the Airport and, with the exception of providing the ability to select between various streams, shall not permit any opportunity for interactivity; and (v) the City shall not authorize any output outside of the Airport, re-streaming, storage, downloading, or caching of the Service.

The City shall not use the service marks, trademarks, trade names, logos and other marks pertaining to the Service without the prior written or email consent of ReachTV. Except if otherwise required by a governmental authority, the City shall enable display of the Service "as is" in its entirety (including, without limitation, all advertising and

promotional material, notices and credits), without alteration, interruption, overlay of additional content or modification whatsoever, including, without limitation, by adding any content over the video portion of the Service. The City will not alter or degrade in any way the audio portion of the Service.

Unless otherwise agreed, ReachTV shall deliver the Service by means of a direct HDMI connection to the City's IPTV Headend equipment in the Airport (the "The City's Connection Point"). The City will be solely responsible for its IPTV network infrastructure to support delivery of the Service.

The City shall, at its own expense, distribute the Service 24 hours per day, seven (7) days per week. The City shall distribute the Service on a simultaneous carriage basis (i.e. at the same time as transmitted by the ReachTV), and will ensure the time delay due to encoding, encryption, transport and decoding of the video signal shall not exceed sixty (60) seconds of additional delay from the streams provided by ReachTV.

The City acknowledges the goodwill associated with the Service and acknowledges the need to provide and maintain the necessary equipment and a quality signal for the Service. The City agrees to maintain all its equipment in good repair and working order throughout the Term of the Concession Agreement with the exception of normal wear and tear and unplanned outages. The City shall have no liability arising from any interruption of Service due to forces outside of the City's control. Accordingly, the City understands that the license granted to it is contingent upon the Service as displayed by the City meeting the reasonable quality display standards imposed by ReachTV during the Term. Reasonable Quality Display Standards shall be defined as clean audio and video quality without any video pixelation or radio frequency interference. Should ReachTV determine that the display of the Service in the Airport fails to meet the reasonable quality standards applicable to its display of the Service, ReachTV may terminate the license upon 30 (thirty) day's prior written notice to the City. . Accordingly, ReachTV shall have the right to inspect the Service to review quality control from time to time during the Term.

The City shall take all necessary precautions to prevent a "Security Breach." Security Breach shall mean unauthorized access to the Service or the City's use of a technique or device, which enables receipt, use or copying, in a descrambled or unencrypted state, the video and/or audio portions of the Service or content contained therein, without authorization from ReachTV. The City shall (i) promptly notify ReachTV of any known or reasonably suspected Security Breach, which notice will include, if identifiable, the source, nature and extent of such known or suspected Security Breach; (ii) consult with ReachTV regarding potential remedies; and (iii) keep ReachTV informed of ongoing actions to remedy the Security Breach. In the event of a Security Breach, ReachTV may notify the City of such Security Breach, and the City shall take immediate, but commercially reasonable, action to remedy such violations at the City's sole expense. In the event of a Security Breach (as determined by ReachTV, in its sole but reasonable discretion), whether identified by the City or ReachTV, that continues for a period of forty-eight (48) hours after notification to the City or ReachTV, ReachTV, at its sole discretion, shall have the right to immediately suspend the license and rights granted hereunder (including, without limitation, suspension of the Service through deauthorization or disconnection of media players).

The City will not change, modify, enhance or upgrade its encoding and streaming

system in a manner, which affects the transmission of the Service without ReachTV's prior written consent; provided that the high technical quality of the video and audio signal of the Service must be maintained at all times.

- B. Security. Concessionaire shall be solely responsible for providing security for its operations and personnel, as the City, the Transportation Security Administration ("TSA"), the Federal Aviation Administration ("FAA") or any other federal, state, or local agency of competent jurisdiction may in their sole discretion require from time to time, including without limitation, with respect to security badging of ReachTV's employees. ReachTV further agrees to reimburse the City for all fines imposed by the TSA or FAA against the City as a result of ReachTV's failure to comply with any such laws, rules, or regulations, and to take all reasonable steps to maintain compliance with applicable requirements.

## **ARTICLE II** **RESERVATIONS**

**Sec. 2.1. Concession Rights.** The Concessionaire's rights are as follows:

- A. The City hereby grants to the Concessionaire, subject to all the terms, covenants, and conditions of this Agreement, the non-exclusive concession rights for the purpose of providing news, information, and television-programming services at the Airport as further defined herein.
- B. Concessionaire shall use the Assigned Service Areas solely for the operation of the Services and shall locate such required Reception Equipment in a centrally located room (the Headend Location) with cross-connection access to the IPTV Network as described further in **Exhibit C – ReachTV Reception Equipment** attached hereto. Such Exhibit C may be updated from time to time as mutually agreed upon, in writing, by the Parties.
- C. Concessionaire agrees to refrain from and prevent any use of the Assigned Service Areas or the Airport that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard. Concessionaire shall not make any unlawful, improper, or offensive use of the Assigned Service Areas.
- D. Concessionaire shall have the right to use all public Airport areas as reasonably required for access to and from the Assigned Service Areas, provided its agents, employees, suppliers, or guests abide by the Airport Rules and Regulations and any other applicable laws or policies as may be amended from time to time. City hereby retains the right of ingress and egress over, through, and across the Assigned Service Areas, at any time.

## **ARTICLE III** **FEES**

**Sec. 3.1. Concession Fee.**

- A. **Concession Fee.** Effective on the Commencement Date and for the privileges granted to Concessionaire hereunder, Concessionaire shall pay to the City the annual "Guaranteed Amount" of seventy five thousand and No/100 Dollars (\$75,000.00) payable quarterly in four (4) equal payments. Within twenty (20) days of the beginning of each calendar quarter, Concessionaire shall deliver the quarterly payment of the Guaranteed Amount to

the City. If the enplaned passengers using the gates within the Airport for any calendar year after 2024 decreases by twenty percent (20%) or more below the level of enplaned passengers for the previous calendar year, then the Guaranteed Amount that the Concessionaire is required to pay will be reduced proportionately to the reduction in the number of enplaned passengers for that specific year.

- B. **Payment.** All payments hereunder to the City shall be sent to the following address: the Aviation Department, P.O. Box 210513, Kansas City, Missouri 64121-0513, payable to the "City Treasurer" or electronically by utilizing the City's approved Automated Clearing House (ACH) process.
- C. **Unpaid Fees.** All unpaid concession fees due to the City hereunder shall bear a service charge of one and one-half percent (1½ %) per month if not paid and received by City on or before the 20th day of the month in which said payments are due.

**Sec. 3.2. Additional Fees and Charges.** The Concessionaire shall pay City additional fees and charges under the following conditions:

- A. If the City has paid any sum or sums or has incurred any obligations or expense for which the Concessionaire has agreed to pay or reimburse City.
- B. If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions of this Agreement.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally part of the basic fees, charges and rental, as set forth herein.

For all purposes under this section, and in any suit, action or proceeding of any kind between the parties, any receipt showing the payment of any sum or sums by the City for any work done or material furnished shall be *prima facie* evidence against the Concessionaire that the amount of such payment was necessary and reasonable.

**Sec. 3.3. Prompt Payment of Taxes, Fees, and Charges.** The Concessionaire covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses and permits, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further covenants and agrees not to permit any of said taxes, assessments, excises, fees or charges to become delinquent.

#### **ARTICLE IV** **CONCESSIONAIRE'S OPERATIONS**

**Sec. 4.1. Performance and Operating Standards.** The Concessionaire will provide services in a workmanlike and professional manner. When mutually agreed to by both parties, the City, through the Director of Aviation, may make any requested changes to assigned services area and service equipment without further City of Kansas City, Missouri City Council approval.

**Sec. 4.2. Tenant Modification Agreement.** No improvements, structures, facilities, alterations or additions to the Premises will be made by Concessionaire without prior written approval of the Director. This approval shall be in the form of a separate Tenant Modification Agreement through the Aviation Department's Engineering Division signed by City and Concessionaire. The Tenant Modification Agreement may have requirements for payment and performance bonds, prevailing wage, Minority/Women's Business Enterprise participation, and Federal Aviation Administration review, among other conditions.

**Sec. 4.3. Mechanic's/Materialman's Liens.** Concessionaire will not permit any lien to be placed upon the Assigned Service Areas or the, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.

**Sec. 4.4. Removal of Fixtures.** If Concessionaire is allowed to remove any fixtures or improvements when this Concession Agreement terminates, it will do so at its expense and will restore the Assigned Service Areas to its original condition prior to installation of the fixtures or improvements.

## **ARTICLE V**

### **MAINTENANCE AND OPERATION OF SERVICE EQUIPMENT**

#### **Sec. 5.1. INSTALLATION, MAINTENANCE AND OPERATION OF SERVICE EQUIPMENT.**

- A. Equipment Purchase, Installation, and Maintenance. The City shall be solely responsible for the purchase, installation, and maintenance and/or replacement of any and all equipment necessary to distribute the Service and to air the same on display systems in the Airport, except as provided herein. The City understands that it may be necessary to purchase additional equipment to upgrade the system in accordance with changes in Concessionaire's distribution and/or delivery methods during the Term. The City agrees to perform or cause to be performed all installation services in a proper and workmanlike manner and shall be solely responsible for any injuries or damages resulting therefrom. To the extent allowed by law, the City shall indemnify, defend, and hold Concessionaire, its parents, subsidiaries, affiliates and each of their officers, directors, agents, and employees harmless from and against any and all claims, damages, expenses or costs for any injuries and damages resulting from the City's installation and/or maintenance of the equipment it provides.
- B. Repair, Replace, Upgrade. During the Term, ReachTV shall respond within forty-eight (48) hours to any verbal or written notice by the City to commence repair or replacement of the Reception Equipment provided by ReachTV to The City that is damaged or otherwise in need of repair or requires reconfiguration of internal settings. ReachTV shall endeavor to complete such correction, repair or begin the shipment of the applicable replacement Reception Equipment to designated City personnel within the initial forty-eight (48) hour period pursuant to the availability of on-site City personnel to provide the necessary assistance and efforts to perform configuration changes, inspection, error correction trouble shooting or replacement of ReachTV's media player. The City shall be solely responsible for maintenance and/or replacement of any and all other equipment necessary to distribute the Service and to air the same on display systems in the Airport.
- C. Modifications to Service Equipment. The City shall have the right to modify the Exhibition

Equipment or the location thereof provided the City has determined, in its sole judgment, that such removal or relocation is necessary for efficient operation of the Airport or the terminal in which such Exhibition Equipment is located. If any such modifications are necessary, the City shall inform ReachTV of the intended modifications in writing and in advance and such changes will be memorialized by, and require, a revision of Exhibit B which must be signed by both Parties. The foregoing is intended to provide flexibility over the Term with respect to specific installations.

- D. Sound Levels. The City agrees that the sound level of the audio portion of the Service within each area displaying the Service shall be mutually acceptable between Concessionaire and the City and the lessee or user of the space in which the Service Equipment is located, if applicable, and will not interfere with any public announcements made by the City or any air carrier within that area.
- E. Property of ReachTV. The Reception Equipment installed or brought into the Airport by ReachTV shall be deemed to be personal property and shall not be deemed to be fixtures attached to real estate or part of the real estate and shall remain the sole property of ReachTV and may include any identifying logo, trademark, or other signage of ReachTV.

## **Sec. 5.2. DELIVERY OF SERVICE.**

ReachTV shall continuously operate and deliver the Service to all Assigned Service Areas of the Airport twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, except for emergency maintenance downtime and scheduled maintenance downtime during the Term of this Agreement. The Service shall be delivered to ReachTV's Reception Equipment installed in the Headend Area for subsequent distribution via the City's Distribution Equipment to the Exhibition Equipment installed by the City in the Assigned Service Areas. ReachTV's delivery of the Service shall not interfere with any operations or communications of the City or its tenants, guests, invitees, and licensees.

ReachTV programming will be encoded, encrypted, and delivered in the form of an IP stream that provides secure and reliable delivery of the ReachTV programming to the Airport. Throughout the Term of this Agreement, the City shall be required to provide, at no cost to ReachTV, an ISP circuit with a sustained bandwidth of at least fifty (50) Mbps so that it may receive the audio, video, and control signals at the Airport. The City will extend the Airport's internet service provider's (ISP) connection to the ReachTV Reception Equipment. The City or their ISP will then assign one static public IP address to ReachTV.

Concessionaire will coordinate directly with the City regarding its continuing need for space in a secured room (the "Headend Room") at the Airport with sufficient space to accommodate the placement, installation, and operation of its Reception Equipment used to receive the Service. The City will provide the necessary Headend Room at a mutually agreed location. The signal will be subsequently distributed from this point to the Assigned Service Areas located throughout the Airport via the City's Distribution Equipment. The City understands and agrees that ReachTV shall require designated City personnel have access to this space, 24 hours a day, to assist with the service and maintenance of the ReachTV Reception Equipment located therein as necessary.

The City shall not have the right to, and shall not, distribute the Service to any third party or to any other device other than its own Distribution Equipment, nor will the City authorize any other third party, to use or receive the Service.

### Sec. 5.3. DESCRIPTION OF SERVICE.

- A. **Content of Programming.** The Service shall be in the format of continuous audio and video programming packages (the "Packages"), each Package consisting of (i) approximately forty-four (44) minutes of news and entertainment television programming material professionally produced ("Programming") and provided by ReachTV or any entity controlled by, under common control with or controlling ReachTV, and (ii) approximately sixteen (16) minutes of advertising and promotional time (the "Advertising Time"), per hour. ReachTV shall also have the ability to interrupt the Service to go "live" to any significant breaking news or special event.

As indicated above, the Programming will be produced by ReachTV or any entity controlled by, under common control with or controlling ReachTV, and ReachTV shall have absolute and complete discretion, editorial and otherwise, with respect to the selection, format, content, production, editing and updating of the Programming and the spots for Advertising Time, except for the City's Advertising Time as described and limited in Section 5.3.(B), and the arrangement of the segments and spots: provided, however that ReachTV represents and warrants that the quality and format of the Service shall at all times during the Term meet the general news standards specifically applicable to ReachTV's broadcasting or programming service. It is **expressly agreed, however, that any Programming related to any accident or incident involving a commercial passenger airline shall only be included in the Programming without graphic video coverage of the accident site, unless the incident involves a national emergency or threat to security.** ReachTV hereby reserves the right to temporarily withdraw the Service, or any portion thereof, at any time as it deems necessary or advisable in the exercise of its sound business judgment, and any such temporary withdrawal, interruption, delay or interference shall not constitute or be deemed a breach of this Agreement; provided, however, that ReachTV agrees to use its best efforts to restore the Service as soon as possible. The City hereby reserves the right to direct ReachTV to temporarily suspend the Programming, or any portion thereof, at any time as it deems necessary or advisable in the exercise of its reasonable discretion, and any such temporary suspension, interruption, delay or interference shall not constitute or be deemed a breach of this Agreement; provided, however, that the City agrees to use its best efforts to authorize the resumption of the Programming as soon as practical. ReachTV shall be solely responsible for any liability associated with the Programming provided by it for the Service.

It is expressly agreed that all Programming, advertising and promotional material to be broadcast by ReachTV hereunder shall be in accordance with the highest industry standards, truthful and not misleading and shall not be either (i) sexually explicit, or (ii) include graphic depictions of violence except to the extent generally shown on national news broadcasts and shall be in accordance with the advertising guidelines of ReachTV, a copy of which is attached hereto as **Exhibit D** and made a part hereof. In all events, such Programming, advertising and promotional material to be broadcast by ReachTV hereunder shall comply with the Airport's Advertising Policy, a copy of which is attached hereto as **Exhibit E** and made a part hereof.



- B. Advertising Time. Subject to the provisions of this Section 5.3., as between ReachTV and the City, ReachTV shall retain all Advertising Time included in the Service, and the revenue derived therefrom, with the exception of up to six (6) minutes per available hour (which may be used as two (2) thirty (30) second contiguous spots) which ReachTV shall make available to the City, at no charge, for use during each available Programming hour (the "City's Advertising Time"), for use by the City or any corporation, organization, or entity with which the City has entered into an advertising concession agreement, at the City's sole option, for sale to local third party advertisers, or to promote the local area, the City, its concessions or community or region serviced by the Airport. In addition, the content appearing in the City's Advertising Time (the "City's Spots") (i) must be consistent with the reasonable production quality standards, including full motion and frame rate video with audio, as generally and consistently applied by ReachTV to the Service; (ii) cannot suggest an affiliation with ReachTV; and (iii) meet the general advertising policies of ReachTV, a copy of which is attached hereto as **Exhibit D**. Additionally, the content or provider of the City's Spots may not promote, support, or represent any interest of any television news provider. Any remaining City's Advertising Time in each Package will be made available to ReachTV for sale to third parties ("Third Party Units"). ReachTV shall have the absolute right to determine the rate applicable and the rate actually charged for all Third Party Units. The party responsible for providing the content for the Advertising Time hereunder shall be responsible for any liability related thereto, regardless of the nature of the claim; the City shall be responsible for the City's Spots and shall, to the extent allowed by law, indemnify ReachTV for any claims relative to the City's Spots, except those that result from the gross negligence or willful misconduct of ReachTV. ReachTV shall be responsible for any liability related to Third Party Units, regardless of the nature of the claim, and shall indemnify City for any claims relative such Third Party Units except with respect to those claims that result from willful misconduct of the City.
- C. City's Use. ReachTV shall have no responsibility whatsoever for securing and/or selling the City's Spots. If the City's Spots are not provided by the City, ReachTV reserves the right to use the City's Advertising Time as it deems appropriate and deliver its regularly scheduled Programming segments to the Airport. If such advertisements and/or programming is inserted but is not updated regularly in accordance with ReachTV's Advertising Guidelines as set forth in **Exhibit D** to maintain the quality of Service, ReachTV may request in writing the City update the advertisement or programming. Notwithstanding the foregoing, ReachTV agrees upon the request of the City to assist the City in creating, producing, filming (when needed), editing and close captioning the City's public service and other general announcements.

In the event that ReachTV goes live to a breaking news event or interrupts its Service to provide coverage of a significant sporting or other event or a full length news program, the City shall not be able to utilize the City's Advertising Time and/or preempt the designated ReachTV Programming segments to provide the City's Spots during the duration of alternative programming. Furthermore, ReachTV shall not be able to provide any "make goods" for the interrupted segments. ReachTV expressly disclaims any responsibility or liability to the City for any lost revenue or other damages attributable to ReachTV's decision to provide the alternative programming.

#### **Sec. 5.4. COPYRIGHT.**

The City agrees and acknowledges that the sole right of copyright in, and all rights

of copyright with respect to, the Service and the Programming (including, without limitation, the sequence or organization of ReachTV's compilations of programming segments constituting the Service) belong, as between the City and ReachTV, to ReachTV, and that the City shall not acquire, obtain, or claim any copyright or other proprietary ownership interests therein or thereto by virtue of this Agreement. Except to the extent expressly limited or prohibited by the terms of this Agreement, ReachTV shall be entitled to, and hereby reserves all rights necessary to, exploit, exercise, dispose of and/or utilize any rights in, to and with respect to the Service and the Programming without limitation and without prior notice or any obligation to the City. Additionally, ReachTV shall defend and pay for any third party claims the City receives for royalties, fees or cost for the use of any music, photographs, art works, any third party owned or controlled (intellectual) property or images generated by ReachTV at the Airport pursuant to this Agreement.

ReachTV agrees and acknowledges that the sole right of copyright in, and rights of copyright with respect to, the City's Spots and Airport-wide audio/video alerts, messages, advertisements and/or promotional announcements belong, as between the City and ReachTV, to the City, and that ReachTV shall not acquire, obtain or claim any copyright or the proprietary ownership interest therein or thereto by virtue of this Agreement. To the extent of the City's rights, the City shall be entitled to, and hereby reserves all rights necessary to, exploit, exercise, dispose of and/or utilize any rights in, to and with respect to the City's Spots and Airport-wide audio/video alerts, messages, and public service announcements without limitation and without prior notice or any obligation to ReachTV whatsoever.

#### **Sec. 5.5. SERVICE, MARKETING, AND OTHER RELATED RESEARCH.**

ReachTV may perform observational studies or analyses and conduct oral and written surveys and polls of Airport patrons within the Approved Installation Areas for the limited purposes of collecting information and other data related to the Service in general and the traffic flow and viewing opportunities within each area where Service Equipment has been installed during the Term of this Agreement, subject to the express written approval of the City which may be granted or withheld in its sole and absolute discretion and in compliance with any applicable rules established by the City or any other governing authority, including the possession of any permit required therefor. ReachTV or its designee shall notify the City in writing prior to conducting or performing such activities and request such written approval from the City. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, ReachTV shall not have any obligation under this Agreement to perform or conduct any such research at the Airport. ReachTV shall present its research conclusions with respect to the Service in general to the extent relevant to its operations at the Airport to the City upon reasonable request; however, ReachTV shall retain all rights of ownership with respect to such research and conclusions related thereto. Notwithstanding the foregoing, it is expressly agreed that ReachTV shall not be obligated to disclose to the City any research information, conclusions and/or data specifically related to one or more advertisers.

If, during the term of this Agreement, ReachTV undertakes or causes its vendor, contractor, or consultant to undertake one or more media research studies or surveys related to the Airport or the Service, including but not limited to passenger surveys conducted at the Airport, ReachTV shall provide the City with the results of each such study. ReachTV shall also provide the City with results of any other research, studies or

passenger surveys (“Reports”) related to the Airport or the Service and completed by ReachTV or any other party on its behalf during the Term of this Agreement and subject to the terms and conditions hereof. Provided however, any such Reports are provided to the City as- is without warranty of any kind and the City agrees that the use of the such Reports is at their sole risk. ReachTV hereby disclaims any and all liability in relation to the use or non-usability of any Reports.

## **ARTICLE VI** **CITY’S RESPONSIBILITIES**

**Sec. 6.1.** City shall provide the Concessionaire with reasonable access to the Airport for installation and maintenance of required equipment to provide the services described herein, subject to the provisions of this agreement.

**Sec. 6.2.** During the Term of this agreement, City may, but under no circumstances shall be obligated to conduct visual inspections of Concessionaire’s services at the Airport, and may provide Concessionaire with a written report of such issues or matters it would like the Concessionaire to address with respect to the services, including but not limited to a description of any loss of or damage to any system components and/or any non-observance of or compliance with the uniform standards and guidelines for sponsorships or announcements.

**Sec 6.3.** The City represents and warrants that: (A) it will use the Service Equipment, and the Services in accordance with the terms of this Concession Agreement; (B) no malicious code, programs or other internal components which restrict or may restrict use or access to, and/or does or may damage, destroy or alter, any system, program, data or other information (“Malicious Code”); will be introduced to the Service Equipment or ReachTV systems by the City or its computing systems or networks; (C) the City will use industry standard virus detection or scanning program prior to any attempt by the City to access or connect to the Service Equipment or ReachTV’s computing systems or networks; and (D) it shall comply with all laws, rules, and regulations applicable in and to its performance under this Concession Agreement.

## **ARTICLE VII** **MISCELLANEOUS PROVISIONS**

**Sec. 7.1. Notices.** Except as herein otherwise expressly provided, all notices required by this Concession Agreement shall be in writing sent via regular U.S. mail, postage prepaid; commercial overnight courier; or facsimile to the following:

**City**

Kansas City International Airport  
Properties & Commercial Development  
601 Brasilia Avenue  
Kansas City, MO 64153  
Phone: +1 816-243-3048  
Email: [steve.skorepa@kcmo.org](mailto:steve.skorepa@kcmo.org)

**Concessionaire**

Travel Content LLC (d/b/a ReachTV)  
Attn: Lynnwood Bibbens  
806 S. Douglas Road, Suite 300  
Coral Gables, FL 33134  
Phone: +1 609-707-5000  
Email: [lynnwood.bibbens@reachtv.com](mailto:lynnwood.bibbens@reachtv.com)

With a copy to:

**Ink**  
Blackburn House  
Blackburn Road

London, NW6 1RZ  
United Kingdom  
Attention: Chief Operating Officer  
Email: legal.notices@reachtv.com

All notices are effective on the date of mailing in the U.S. mail, deposit with an overnight courier or transmission by email.

**Sec. 7.2. Restricted Areas/Security.**

Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Contractor agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Contractor, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

**Sec. 7.3. Priorities.** In the event that any of the terms and conditions in Part I, Part II, and Part III of this Concession Agreement conflict with interpretation of this Concession Agreement the most stringent provision shall apply, except as otherwise mandated by law.

**Sec. 7.4. Force Majeure.** Neither Party shall be deemed to be in default or otherwise liable to the other Party under this Concession Agreement for any delay or other failure to perform when such delay or failure is found to be due to any cause beyond the reasonable control of the Party whose performance is so affected, including, without limitation, fire, war, acts of terrorism, strike, riot, labor dispute, acts of governmental authorities, or act of God. In the event of any such delay or failure, the Party whose performance is affected shall promptly notify the other Party of the nature and anticipated length of such force majeure event and shall immediately resume performance as soon as practicable after the force majeure event has abated. If the force majeure event continues for more than ten (10) Business Days, the City may terminate this Concession Agreement without penalty.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Concession Agreement the day and year first above written.

ATTEST:

**TRAVEL CONTENT LLC D/B/A REACHTV**

\_\_\_\_\_  
Secretary (if applicable)

BY: \_\_\_\_\_

Name: Lynnwood Bibbens

Title: Founder & Chief Executive Officer

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

Name: Melissa Cooper, A.A.E.

Title: Director of Aviation

Approved as to form:

\_\_\_\_\_  
By: Charlotte Ferns  
Title: Senior Associate City Attorney

## EXHIBIT A

### CONCESSIONAIRE DEFINITIONS

The following words and phrases shall have the respective meanings ascribed to them below when used in this Agreement:

Advertising Time shall mean the approximate sixteen (16) minutes of advertising and promotional time included in the Service per available hour.

Assigned Service Areas shall mean locations in the Airport as set forth on **Exhibit B – Assigned Service Areas** attached hereto and made a part hereof approved by the City for the display of the Service, provided that the City, after consultation with ReachTV and subject to Section 1.2(A), may add, delete or relocate certain locations by providing written notice specifying the location, effective date of any such change, and the new location, if any. Such written notice from the City shall evidence such changes for purposes of this Agreement and no further amendment to this Agreement shall be necessary.

Distribution Equipment shall mean that portion of the Service Equipment installed/to be installed by the City, which are necessary to distribute the Service to various areas located throughout the Airport (i.e., cabling and conduit).

Exhibition Equipment shall mean the speakers and display screens and related components of the Service Equipment installed by the City necessary for actual viewing of the Service within Assigned Service Areas.

Guaranteed Amount shall mean the applicable annual Concession Fee to be paid quarterly as specified in Sec. 3.1(A) of this Agreement.

Insertion Services shall mean the insertion of City's Spots, including encoding, loading and scheduling of City's Spots for display on ReachTV display screens in the Airport.

Programming shall mean the news, information and entertainment, television programming, material professionally produced and provided by ReachTV or any entity controlled by, under common control with or controlling ReachTV, included in the Service.

Reception Equipment shall mean that portion of the Service Equipment installed by ReachTV to receive the Service as further described in **Exhibit C** attached hereto.

Service shall mean the Programming and other services related to distribution of the Programming, but shall not include any Service Equipment.

Service Equipment shall mean all Reception, Headend, Distribution and Exhibition Equipment installed by ReachTV or the City at the Airport.

TMP shall mean the City's Tenant Modification Process as the same may be amended from time to time.

TMP Process shall mean the City's Tenant Modification Process in effect from time to time.

# EXHIBIT B

## ASSIGNED SERVICE AREAS

TERMINAL	CONCOURSE	LOCATION	# DISPLAY UNITS AT GATE	# DISPLAY UNITS DISPLAYING REACHTV	NOTES
MAIN TERMINAL	CONCOURSE A	GATE A1	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A2	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A3	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A4	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A5	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A6	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A8	4	0	No power on displays
MAIN TERMINAL	CONCOURSE A	GATE A10	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A12	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A14	4	2	
MAIN TERMINAL	CONCOURSE A	GATE A16	0	0	
MAIN TERMINAL	CONCOURSE A	GATE A18	0	0	
MAIN TERMINAL	CONCOURSE A	GATE A20	8	4	
<b>CONCOURSE TOTALS</b>			<b>48</b>	<b>22</b>	
<b>TERMINAL</b>	<b>CONCOURSE</b>	<b>LOCATION</b>	<b>DISPLAY UNITS</b>		
MAIN TERMINAL	CONCOURSE B	GATE B40	2	0	
MAIN TERMINAL	CONCOURSE B	GATE B41	0	0	
MAIN TERMINAL	CONCOURSE B	GATE B42	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B43	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B44	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B45	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B46	6	4	
MAIN TERMINAL	CONCOURSE B	GATE B47	6	4	
MAIN TERMINAL	CONCOURSE B	GATE B48	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B49	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B51	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B52	2	0	
MAIN TERMINAL	CONCOURSE B	GATE B54	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B56	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B57	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B58	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B59	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B60	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B61	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B62	6	4	
MAIN TERMINAL	CONCOURSE B	GATE B63	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B64	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B65	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B66	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B67	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B68	4	2	
MAIN TERMINAL	CONCOURSE B	GATE B69	4	2	
<b>CONCOURSE TOTALS</b>			<b>106</b>	<b>54</b>	
<b>AIRPORT TOTALS</b>			<b>154</b>	<b>76</b>	

## **EXHIBIT C**

### **REACHTV RECEPTION EQUIPMENT**

Meraki MX68 Firewall  
Meraki MS120-8FP Switch  
Cisco SG300-20 Switch  
Thor SDI-HD Encoder Modulator  
Drake MEQ1000B Modulator  
CE Labs CE440 Media Player



## EXHIBIT D

### SUMMARY OF REACHTV'S POLICIES AND PRACTICES REGARDING THE ACCEPTANCE OF ADVERTISING AND PROMOTIONS ON REACHTV NETWORKS AND WEB SITES

This summary is not a statement, representation, or warranty that these policies and practices are in compliance with the applicable codes or laws governing advertising in any of the countries or territories covered by the transmission of ReachTV's networks and/or web sites.

ReachTV reserves the right to review all advertising and to accept, reject or require editing of any advertisement or promotional message for any reason whatsoever, including but not limited to, those it deems false, misleading, deceptive, offensive, in poor taste, and/or inconsistent with the editorial content of the programming, network or web site. All advertisements must comply with the applicable laws, rules and regulations of the countries or territories covered by the transmission of the services. Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without ReachTV's prior consent, which such consent may be withheld by ReachTV for any reason whatsoever. These categories include the following:

1. Advocacy – An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position. Advocacy advertisements do not include political advertisements from a qualified candidate for political office, which the Operator may accept subject to applicable laws, rules and regulations.
2. Cigarettes, Tobacco, and Marijuana – Advertising for cigarettes, tobacco, and marijuana, whether for medical or recreational use, including retail outlets featuring such products (e.g., marijuana dispensaries or tobacco shops).
3. Betting or Gambling - Only advertising for lotteries or contests that are consistent with applicable federal, state and local regulation are acceptable. All other gambling or betting services, including but not limited to gambling tutorial sites, may not be accepted.
4. Weapons, Ammunition, and Fireworks.
5. Competitive Advertisements - A competitive advertisement is any advertisement that promotes or features a television network or program not owned by ReachTV, as well as all merchandise related thereto.
6. 900 Phone Numbers
7. Contraceptives and Birth Control - Ads for contraceptive products and birth control services.
8. "NC-17" Rated Movies.
9. Adult Entertainment, Pornography or Adult Novelty Products.
10. Alcohol Advertisements.

- a. Advertisements for alcoholic beverages (including beer, malt beverages, wine and hard liquor) may be permitted, provided that they do not air in programming that attracts an audience where less than 71.6% of the audience is aged 21 or over.
- b. Hard liquor advertisements are not allowed during NCAA programming on any ReachTV network.

All such alcohol advertisements (including beer, malt beverages, wine and hard liquor) must be in good taste, compliant with industry guidelines and contain an acceptable social responsibility statement.

11. “High Risk” Investments (e.g., commodities, options, foreign exchange).
12. “High Risk” Business Opportunities (e.g., “get rich quick” schemes and business opportunities).
13. Herbal Supplements or Weight Loss Products Advertisements with sensational claims.
14. Tattoo Parlors and Body Piercing Studios.
15. Unlawful and/or Illegal Goods (e.g., Counterfeit Goods).
16. Psychic Services and Other Pseudo-Sciences (e.g., Fortune Tellers and the Occult).
17. Dating/Single Services - Advertising for chat lines or web sites that are overtly sexual in nature.
18. Foreign Language Advertisements - Foreign language advertisements include all advertising primarily in a language other than the language of the programming for each Network.
19. Medical Devices & Services.
20. Obscenity – Advertisements should not include profanity, obscene language, images or offensive terms.
21. Newsy Ads – Advertisements must not resemble our news editorial content; ads that mimic a real news presentation will be reviewed on a case-by-case basis. Exceptions may be made when those ads are overtly satirical or comical.
22. Public Symbols, Figures, etc. – ReachTV may request proof of the advertiser’s right to use a public figure’s image in an advertisement. The use of the image of the U.S. president or member of his family is not acceptable. The use of public symbols such as flags is heavily regulated in several regions, please consult Standards & Practices.

**The above is not intended to be comprehensive and is provided only as a summary guidance with respect to ReachTV’s advertising policies and practices. ReachTV reserves all rights necessary to amend, modify and/or supplement this summary at any time.**

**EXHIBIT E**  
**KANSAS CITY AVIATION DEPARTMENT**  
**KANSAS CITY INTERNATIONAL AIRPORT (MCI)**  
**CHARLES B. WHEELER DOWNTOWN AIRPORT (MKC)**  
**AIRPORT ADVERTISING POLICY**

I. Purpose and Objectives.

The purpose of this policy is to provide guidelines for the sale of advertising space at the Kansas City International Airport and Charles B. Wheeler Downtown Airport (the "Airport"). The Kansas City Aviation Department (KCAD) objectives in managing its advertising program are to optimize revenues by providing advertisers with aesthetically pleasing advertising concepts and to provide users of the Airport with a safe, welcoming and comfortable environment.

KCAD considers the importance of advertising revenue as it is balanced against providing a safe, welcoming, and comfortable environment for the traveling public and other users of the Airport.

KCAD facilities constitute non-public forums that are subject to reasonable and viewpoint-neutral limitations and restrictions as set forth in this policy. The limitations set forth in subsection II (A) below restrict advertising to commercial advertising, governmental public service advertising, and advertising by community promotional organizations. The restrictions set forth in subsection II (B) below control the content of the advertising. KCAD has determined that such limitations and restrictions will assist in maintaining a position of neutrality and avoid the appearance of favoritism on political, religious, social, economic and other controversial issues at the Airport; in maximizing the income earned from selling advertising space because some commercial and other approved entities might be dissuaded from using the same forum commonly used by those wishing to communicate political, religious, social, economic, or other controversial messages; in being as self-sustaining as possible, in accordance with FAA Grant Assurances; and in maintaining a safe, welcoming and comfortable environment for the captive audience of passengers utilizing the Airport and those working at the Airport.

II. Guidelines for Airport Advertising.

A. Permitted Advertising Content:

Except to the extent prohibited under subsection II (B) of these guidelines, the following classes of advertising are permitted at the Airport:

1. Commercial Advertising. Advertising promoting or soliciting the sale, rental, distribution, or availability of goods, services, food, entertainment, events, programs, transactions, products, or property (real or personal) for commercial purposes, advertising that markets a name, symbol or design that identifies and differentiates a product from other products for commercial purposes, or advertising that more generally promotes an entity that engages in such activities.
2. Governmental Advertising. Public service advertising sponsored by governmental entities (meaning public entities specifically created by government action) that advance specific government purposes, including but not limited to, advancing tourism in the City of Kansas City, Missouri and/or utilizing the Airport.
3. Community Promotion Organizations. In the event there is not a paid advertising

agreement in place for the use of a desired advertising space; then KCAD's advertising concessionaire may make the space available to community promotion organizations if the content otherwise meets the requirements of this policy, the terms of the concession agreement, and all applicable laws and obligations of the Airport. A community promotion organization means an organization, which markets business or tourism in the Kansas City Metropolitan Statistical Area and would benefit from the exposure provided on Airport premises, including, but not limited to, local chambers of commerce, economic development councils, convention and visitor organizations, local public museums, parks, science centers, Non-Profit Organizations, and concession opportunities.

#### B. Prohibited Advertising Content:

The following categories of advertising are prohibited:

1. Political. Advertising promoting or opposing a political party or the election or opposition of any candidate or group of candidates for federal, state, judicial, or local government offices, and advertising that contains political messages, including advertising involving political or judicial figures.
2. Religious. Advertising that contains any direct or indirect reference to religion, or to the existence, nonexistence, or other characteristics of any deity or deities. This prohibition covers the depiction of text, symbols, or images commonly associated with any religion or with any deity or deities.
3. Social. Advertising that depicts a group or groups within society about or between which controversy or disparity exists as a result of real or perceived current or historical societal conditions.
4. Economic. Advertising that addresses controversial issues relating to the financial status of businesses, individuals, groups, or organizations, including but not limited to, the issues of wages, taxes, trade, labor conditions, the financial system, entitlements, health insurance coverage, and subsidies.
5. Public Issues. Advertising that expresses or advocates an opinion, position or viewpoint on political, religious, social, historical or economic issues.
6. Libelous Speech and Copyright or Trademark Infringement. Advertising that is libelous or infringes on any copyright, trademark, or service mark.
7. Cigarettes, Tobacco or Electronic Cigarettes. Advertising that promotes, solicits, or markets the sale or use of cigarettes, tobacco, or electronic cigarettes, or depicts such products, goods or services.
8. Medical Marijuana, Hemp or Cannabidiol (CBD). Advertising that promotes, solicits, or markets the growing, distribution, sale, or use of medical marijuana, hemp or cannabidiol (CBD), or depicts such products, goods or services.
9. Betting or Gambling. Only advertising for gambling establishments, betting services, lotteries or contests that are in compliance with applicable federal, state and local laws and regulations and this policy are acceptable. All other gambling establishments, betting services, lotteries, contests or gambling related advertisements, including but not limited to, gambling

tutorial web sites, may not be accepted.

10. Weapons, Firearms, Ammunition or Fireworks. Advertising that promotes, solicits, or markets the sale, rental, distribution, or availability of weapons, firearms, ammunition, or fireworks, or depicts such products, goods or services.
11. 900 and 976 Phone Numbers. Advertising that promotes, solicits, or markets the use of 900, 976 and similar phone numbers, electronic media or other pay-per call services.
12. Adult/Mature Rated Films, Television and Video Games. Advertising that promotes adult films rated "X" or "NC-17," television rated "MA," or video games rated "AO" or "M" or similar adult/mature audio or video content.
13. Obscenity, Pornography, Adult Entertainment or Services, or Adult Novelty Products. Advertising that is obscene within the meaning of Missouri law, and advertising that promotes adult bookstores, adult video stores, nude dance clubs, other adult entertainment establishments, adult telephone services, adult internet sites or escort services.
14. Profanity. Advertising that contains or implies profanity, the suggestion of profanity, or words that are of such slight social value that any benefit that may be derived from the words is clearly outweighed by the social interest in order and morality.
15. Harmful to Children. Advertising that contains harmful matter to children within the meaning of Missouri's law on obscenity and child pornography or a matter that could cause or contribute to child abuse within the meaning of Missouri law.
16. Unlawful and/or Illegal Goods or Services. Advertising that promotes or encourages the sale, use or possession of any activities, goods, or services that are illegal under federal, state or local law, or that are directed to incite or produce imminent lawless action.
17. Violence, Disparagement, Hatred, Bigotry or Intolerance. Advertising that depicts graphic violence or images of violence or gore (including body parts, dead, mutilated bodies, or fetuses of humans or animals), or that promotes hatred, bigotry, disparagement, intolerance, or violence towards individuals, groups, businesses, organizations or government entities, or which is offensive to the moral standards of the community or contrary to prevailing standards of adults in the Kansas City Metropolitan Statistical Area as to the suitability for display to a captive audience that includes minors.
18. Result in Harm, Disruption or Interference to Airport. Advertising that contains speech or images that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the Airport.
19. False, Fraudulent, Defamatory, Deceptive or Misleading. Advertising which is false, fraudulent, defamatory, deceptive, or misleading in any way within the meaning of Missouri or federal law.
20. Illegal Advertising. Advertising, which is illegal under Missouri or federal law, or advertising that may conflict with any applicable federal, state, or local law.
21. Competition. Advertising that promotes or encourages services in direct competition with KCAD business objectives or promotes or encourages services that detract from the

mission of KCAD to provide a safe, welcoming and comfortable environment for workers and passengers.

22. Endorsement. Advertising that implies or declares an endorsement by KCAD, or the City of Kansas City without the prior written authorization of KCAD.

23. Threatening Words. Advertising that contains threatening words when applying contemporary community standards which common sense dictates should not be displayed inside an airport facility (e.g., killer, bomb, terrorist, hijack, etc.), or advertising that conveys any threat to do any act within the meaning of Missouri or federal law.

24. Consumption of Alcohol. Advertising that promotes consumption or purchase of alcoholic beverages, including but not limited to, beer, wine, liquor, and other alcoholic substances, that are in compliance with applicable federal, state and local laws and regulations and this policy are acceptable, but such advertisements may not depict the act of consuming alcohol.

25. Internet Addresses, Telephone Numbers or Media Sources. Advertising that direct viewers to internet addresses, telephone numbers, QR Codes or other media sources that contain materials that would violate these advertising guidelines if the materials, images or information were contained in advertising displayed at the Airport.

26. Likeness, Picture, Image or Name of Person. Advertising that employs or commercially exploits without adequate proof of express written authorization, the likeness, picture, image or name of any person.

27. Violation of KCAD Rules and Regulations. Advertising that suggests or otherwise tends to promote or encourages conduct on KCAD facilities that would violate KCAD rules and regulations.

28. Not Conducive to a Safe, Welcoming and Comfortable Environment. Advertising that is aesthetically inappropriate, whether by reason of inappropriate graphic, design, color, size, or unprofessional looking presentation, and for that reason is not conducive to creating a safe, welcoming and comfortable environment at the Airport.

C. Attribution Requirements:

Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters, no smaller than 72-point type for exteriors and 24-point type for interiors: "Advertisement paid for by (name of sponsor)." Notwithstanding this requirement, "teaser ads" that do not identify the sponsor will be allowed so long as a similar number of follow-up advertisements are posted within eight weeks of the initial teaser ads that identify the sponsor of the initial teaser ads.

III. Advertising Agreement and Submission of Material.

A. Advertising Agreement:

All entities who wish to advertise at the Airport must execute the Kansas City Airport Advertising Agreement as presented by the advertising concessionaire.

B. Airport Consent of Advertisements:

The advertising concessionaire shall prepare and submit to the KCAD Director for review and consent to execute each advertising contract. Director review shall be limited to considering the permitted uses in this policy and determining whether the advertising is consistent with the approved policy.

C. Approval Disputes:

The decision of the KCAD Director to approve or reject any proposed advertising will be final.

IV. Reservation of Rights.

KCAD reserves the right, subject to any contractual obligations, to alter these guidelines, including the right to set additional limitations and/or restrictions on advertising that may be displayed at the Airport, or to ban the display of advertising in those facilities altogether.

The display of advertising at the Airport shall not be interpreted to imply that KCAD endorses any brand, product, or service advertised.

## Part II

### AVIATION DEPARTMENT STANDARD LEASE CONDITIONS

(04/18/24)

#### I. **Definitions.**

A. "*Airport*" means Kansas City International Airport and Charles B. Wheeler Downtown Airport, in accordance with the context of this Lease.

B. "*City*" means City of Kansas City, Missouri.

C. "*Code*" means Kansas City, Missouri Code of Ordinances.

D. "*Contract*" includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.

E. "*Contractor*" means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor's heirs, personal representatives, successors-in-interest and assigns.

F. "*Director*" means Kansas City, Missouri Director of Aviation.

G. "*Lease*" includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Lease annexed and made a part thereof.

H. "*Lessee*" means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Lessee's heirs, personal representatives, successors-in-interest and assigns.

I. "*Premises*" means the leasehold or site occupied by Lessee pursuant to the lease, license or permit that is the subject of this Lease.

#### II. **Premises Use and Ownership.**

A. Use. The Premises will be used by Lessee only for the purposes set forth in the Lease.

B. Title. Unless otherwise provided in the Lease, title to the Premises and any improvements, whether existing or installed by Lessee as part of the Lease, shall remain and are at all times in the City.

C. Lessee's Access to Premises. Lessee is granted the right, for itself, its agents, employees, patrons, suppliers and other persons doing business with Lessee, of ingress and egress to and from the Premises over Airport roadways, including the use of common use roadways, and other common areas as reasonable necessary to use the Premises, subject only to law and to such



reasonable rules and regulations governing the use of the Airport as the Director may establish, including the establishment of a fee or charge for the privilege of entry upon the Airport. "Common areas" shall mean those areas which are furnished in and about the Premises for the common and non-exclusive use of Lessee and City and their officers, agents, employees, customers, invitees and licensees.

D. Signs. No signs or advertising displays exposed to public view will be painted on or erected in any manner on the Premises without the prior written approval of the Director and in accordance with the City's standards with respect to wording, type, size, design, color and location. Upon termination, cancellation or expiration of the Lease, Lessee at its costs will remove, obliterate or paint out, any and all of its signs, advertising and displays as the Director may direct and restore the Premises to its original condition.

E. Permits/Licenses. Lessee will obtain, maintain and pay for all licenses and permits necessary or required by law for the conduct of its business and operations.

F. City's Right of Entry. City shall have the right to enter upon the Premises at all reasonable times to inspect the Premises; to observe the performance by Lessee of its obligations under the or for doing any act or thing which City may be obligated or have the right to do under the Lease; to perform maintenance and make repairs in any case where Lessee is obligated, however, but has failed to do so, after City has given Lessee reasonable notice so to do (in which event, Lessee shall reimburse City for the reasonable cost thereof promptly upon demand); or otherwise. No abatement of fees and charges shall be claimed by or allowed to Lessee by reason of the exercise of such right. City shall not be obligated to inform Lessee that an inspection or observation is planned or in progress.

G. City's Exclusive Rights in Premises. City reserves exclusive rights to the following; provided, however that the City's use or exercise of those rights will not unreasonable interfere with Lessee's use of the Premises:

1. All gas, oil and minerals in and under the soil on the Premises;
2. All cemeteries, archeological findings and other historical sites on the Premises. City shall make all decisions as to the preservation, use or relocation of those findings or sites.
3. To grant, without compensation to Lessee, utility rights-of-way to itself and others, over, under, through, across or on the Premises.

### **III. Repair & Maintenance of Premises.**

#### **A. Provisions Applicable to All Leases.**

1. Lessee will keep the Premises and all improvements thereon in good repair and in a clean and orderly condition and appearance, all papers and debris picked up, and the areas immediately adjacent to the exits and entrances clean and orderly and free of obstructions. Lessee will not do or suffer any material waste or damage, disfigurement or injury to the Premises or any part thereof.

2. City reserves the right but shall not be obligated to Lessee to maintain and keep in repair all of the common areas of the Airport.

**IV. Assignment, Sublease & Encumbrances.**

A. No Right to Assign, Sublease, and Encumber. Lessee has no right to assign, sublet, mortgage, encumber or otherwise affect this Lease or any interest therein, without the prior written consent of City in its sole and absolute discretion.

B. City Consent. City shall not be obligated to consent to a sublease or assignment. In the event of any proposed sublease or assignment, Lessee, not less than 30 days prior to the proposed effective date of such action, shall give notice to the City which includes the name, address and telephone number of the proposed assignee or sublessee and a fully executed original set of any and all documents being used to effect the proposed actions in a form acceptable to the City. All documents will clearly set forth that the sublease or assignment and assumption actions are subject to and conditioned upon the City's consenting thereto in writing. Any assignee or sublessee must have assumed all obligations of Lessee under this Lease and shall have specifically agreed to perform and observe the covenants and conditions contained in this Lease on Lessee's part to be performed and observed.

C. Transfer by Operation of Law. Any assignment or transfer of the lease by operation of law or any issuance, sale or transfer of a sufficient number of shares of stock in Lessee to result in a change in control of Lessee shall be deemed an assignment of this Lease for purposes of this section; provided, however, that nothing in this section shall be deemed to require such consent solely as a result of issuance, transfer or sale of shares among the existing stockholders of Lessee; transfer of shares by devise or descent upon the death of any existing stockholder; merger of Lessee into any parent or subsidiary corporation of Lessee or sale of all of Lessee's stock to any such parent or subsidiary corporation.

**V. Defaults & Remedies.**

A. Lessee Defaults. Each of the following will constitute a default by Lessee hereunder:

1. Lessee's failure to pay when due any rent, charges or any other payments of money required to be paid by Lessee hereunder;

2. Lessee's failing to perform or violation of any provision, covenant or condition of this Lease (other than payment of money) within 30 days after written notice or, if the cure or performance thereof reasonably requires more than 30 days to complete, Lessee's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;

3. Use of the Premises for anything other than the use specified in the Lease;

4. Lessee vacates, abandons or deserts the Premises or fails to occupy the Premises for more than 30 consecutive days;

5. The attempted assignment or assumption of this Lease by anyone without the prior written consent of City;

6. The suspension or revocation of any act, power, license, permit or authority that prevents Lessee from fully complying with all of the rights and obligations hereunder for any period;

7. The filing by the Lessee or its assignee or sublessee of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Lessee's assets; or the adjudication of the Lessee or its assignee or sublessee as a bankrupt pursuant to any involuntary bankruptcy proceedings; or the taking, by a court of competent jurisdiction of Lessee's or its assignee's or sublessee's, assets pursuant to proceedings brought under the provisions of any federal reorganization act; or the appointment of a receiver or trustee of the Lessee's or its assignee's or sublessee's assets by a court of competent jurisdiction or a voluntary agreement with Lessee's creditors;

8. The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will interfere with its operations under the Lease, and which is not enjoined, vacated, dismissed or set aside within a period of 30 days.

B City Defaults. Each of the following will constitute a default by City hereunder:

1. Except as provided in Section V.B.2 hereof, City's failing to perform or violation of any provision, covenant or condition of this Lease within 30 days after written notice or, if the cure or performance thereof reasonably requires more than 30 days to complete, City's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;

2. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such manner as to materially restrict Lessee from operating thereon for a period of at least 30 days.

C. City's Remedies. Upon default by Lessee of this Lease, City may do any one or more of the following:

1. Terminate the Lease upon three days written notice to Lessee;

2. Re-enter the Premises and every part thereof on the effective date of termination of the Lease without further notice of any kind, remove any and all persons therefrom and regain and resume possession either with or without the institution of summary or legal proceedings. Such re-entry, however, shall not in any manner affect, alter or diminish any of the obligations of Lessee under the Lease;

3. Upon termination of the Lease or upon re-entry, regaining or resumption of possession of the Premises, occupy the Premises and have the right in the name of the City to relet and permit

any person, firm or corporation to enter the Premises and use the same for such term and on such conditions as City may determine; and

4. Perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform and of which City have given Lessee notice, the cost of which performance by City, together with interest thereon from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Lessee to City upon demand. Notwithstanding the provisions of this clause and regardless of whether a default shall have occurred, city may exercise the remedy described in this clause without any notice to Lessee if City, in it good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Lessee constitutes an emergency; and

5. Any other remedy that City may have under law or equity.

D. Lessee Remedies. Upon default by City of this Lease, Lessee may cancel the Lease in its entirety after 30 days prior written notice to the City.

**VI. Termination of Lease.**

A. No Notice to Quit Possession. No notice to quit possession at the expiration date of the term of this Lease shall be necessary. Lessee agrees that at the expiration date of the term of this Lease, or at the earlier termination thereof, it shall peaceably surrender possession of the Premises in good condition, reasonable wear and tear and acts of God excepted. City shall have the right to re-enter and take possession of the Premises at that time with or without process of law.

B. Holding Over. (Intentionally Deleted)

C. Waiver. No acceptance by City of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City to cancel or terminate this Lease on account of such default. No waiver by City at any time of any default by Lessee shall be or be construed to be a waiver at any time thereafter by City of any other or subsequent default in performance of any terms, conditions, covenants and no notice by City shall be required to restore or revive time as of the essence hereof after waiver by City of default in one or more instances.

D. Waiver of Redemption and Damages. Lessee hereby waives any and all rights or redemption granted by or under any present or future law or statute arising in the event it evicted or dispossessed for any cause or in the event City obtains or retains possession of the Premises in any lawful manner. Lessee further agrees that in the event the manner or method employed by City in reentering or regaining possession of the Premises gives rise to a cause of action in Lessee for damages or in forcible entry and detainer under the laws of the State of Missouri, then the total amount of damages to which Lessee shall be entitled to in any such action shall be the sum of One Dollar (\$1.00) and Lessee agrees that the provisions of this section may be filed in any such action as its stipulation fixing the amount of damages to which it would be entitled therein.

E. Termination from Taking. If during the term of this Lease there shall be a taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the date of such taking and the rent payable hereunder shall be equitable apportioned and paid to the date of such taking. "Substantially all of the Premises" shall be deemed to have been taken if the untaken part of the premises shall be insufficient for the economic and feasible continued operation of the Lessee's business in connection therewith.

F. Personal Property not Removed. Any personal property of Lessee which shall remain in or on the Premises after the termination of this Lease may, at the option of City, be deemed to have been abandoned by Lessee and either may be retained by City as its property or be disposed of, without accountability, in such manner as City may see fit, or if City shall give written notice to Lessee to such effect, such property shall be immediately removed by Lessee at Lessee's sole cost and expense.

#### **VII. Quiet Enjoyment.**

Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term demised without hindrance or interruption by City or any other person or persons lawfully or equitably claiming, by, through or under the City, subject, nevertheless, to the terms and conditions of the lease.

#### **VIII. Environmental Requirements.**

A. Lessee hereby covenants and agrees to comply in all material respects with all applicable Environmental Laws and Regulations in connection with its use and occupancy of the Premises, or its operations of the facilities. For purposes of this Lease, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all Missouri State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

B. Review of Environmental Documents. Lessee, at request of City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Lessee has prepared pursuant to any environmental law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or environmental laws and are pertinent to the Airport or the Premises. If any environmental law requires Lessee to file any notice or report of a release or threatened release of Hazardous Materials on under or about the Premises or the Airport, Lessee shall provide a copy of such report or notice to City and, to the extent practicable, shall receive the approval of City prior to submitting such notice or report to the appropriate governmental agency.

C. Access for Environmental Inspection. City shall have access to the Premises to inspect the same in order to confirm Lessee is using the Premises in accordance with all of environmental laws. Any tests shall be conducted by qualified independent experts chosen by Lessee and subject to City's approval. Lessee shall provide copies of reports from any testing to City upon receipt.

D. Environmental Noncompliance. If Lessee fails to comply with any applicable environmental laws, City, in addition to its rights and remedies provided elsewhere within this Agreement, may enter the Premises and take all reasonable and necessary measures, at Lessee's expense, to insure compliance with environmental laws.

E. Written Authorization Necessary to Store, Use or Dispose of Hazardous Materials. Lessee shall not store, use or dispose of any Hazardous Materials on the Premises unless Lessee first secures the written authorization of City and complies with any conditions City may impose, including the submission to City of all Material Safety Data Sheets for the materials to be stored.

F. Duty to Notify City. In the event of a release or threatened release of Hazardous Materials or other contaminants into the environment relating to or arising out of Lessee's use or occupancy of the Premises or in the event any claim, demand, action or notice is made against Lessee regarding Lessee's failure or alleged failure to comply with any environmental laws, Lessee shall notify City, in writing, and shall provide City with copies of any written claims, demands, notices, or actions so made.

G. Environmental Remediation. Lessee shall undertake such steps to remedy and remove any Hazardous Materials and any other environmental contamination that arises out of Lessee's use of the Premises that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Contaminated Premises into compliance with all environmental laws. Such work shall be performed at Lessee's sole expense, after Lessee submits to City a written plan for completing such work and receives the prior written approval of City. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. Lessee shall pay the cost of such review and inspection. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable environmental laws.

H. National Emission Standards for Hazardous Air Pollutants. Lessee warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair

work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (“NESHAP”), 40 C.F.R. 61.145.

I. Duty to Correct Hazardous or Potentially Hazardous Conditions. If City reasonably determines that a condition of the Premises or other City property caused as a result of Lessee’s use of the Premises is hazardous or potentially hazardous to persons or property, it may direct Lessee, in writing, to correct the condition, and Lessee, at its expense, shall immediately comply with such directive.

J. Environmental Indemnification. In addition to any indemnification set forth herein, Lessee hereby indemnifies and agrees to defend and hold harmless City, its agents, partners, officers, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation (“Claims”) arising from or attributable to (i) the presence due to Lessee’s handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials (“Management”) at the Airport or the subsurface thereof or the violation of any environmental laws due to Lessee’s Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to Lessee’s Management at the Airport or violation of any environmental laws), or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Section. Lessee’s obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof.

K. Definitions. For purposes of this Section, the term “Hazardous Materials” shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce or constituent as defined in any environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-produce material and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*; any “Hazardous Waste” as defined by the Missouri Hazardous Waste Management Law, Mo.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

## **IX. Insurance and Indemnification.**

A. Indemnification. Lessee shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from any acts

or omissions in connection with this Lease, caused in whole or in part by Lessee, its employees, agents, or subcontractors, or caused by others for whom Lessee is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Lessee's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Lessee is required to procure and maintain under this Lease.

B. Insurance. Lessee shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Lease, Lessee shall supply such insurance at City's cost. Policies containing a Self-Insured Retentions must be declared to and approved by the City.

1. Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- (a) Severability of Interests Coverage applying to Additional Insureds
- (b) Contractual Liability
- (c) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.00
- (d) No Contractual Liability Limitation Endorsement
- (e) Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

2. Workers' Compensation Insurance as required by statute, including Employers Liability with limits of:

Workers' Compensation – Statutory  
Employers Liability - \$1,000,000 accident with limits of; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee.

3. Commercial Automobile Liability Insurance with a limit of \$1,000,000.00 per occurrence, covering owned, hired and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Lease.

4. Full Replacement Cost Insurance on all of the improvements on the Premises (now or hereafter existing) or used in connection therewith against any loss or damage by fire, flood, earthquake and other or any casualties or peril, and all other perils as are included within what is commonly known as "all risk coverage" for any improvements on the Premises with full replacement cost insurance, in amounts sufficient to prevent City from being or becoming a co-insurer within the terms of the policy or policies in question and in no event less than the full replacement cost value thereof, exclusive of the cost of foundations, excavations, and footings below the lowest basement floor, and without any deduction being made for depreciation. The replacement cost value shall be determined from time to time, but not more frequently than once



in any 12 consecutive calendar months at the request of City, by an appraiser, architect and/or contractor. All property insurance proceeds shall promptly be deposited with the City.

B. Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance policies shall provide that the City and its agencies, officials, officers and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Lease. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation due to nonpayment. No policy may be cancelled for any other reason without thirty (30) days prior written notice to City.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "AV" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by the City, it is the responsibility of Lessee to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Lessee's failure to maintain the required insurance in effect, City may obtain such insurance and any premiums paid by the City shall be payable by Lessee to the City with the next installment of rent due under the Lease with interest thereon of one and one-half percent (1.5%) per month or may pursue its remedies for breach of this Lease as provided for herein and by law. Lessee understands and agrees that insurance coverages may be reasonably increased or added to in order to protect the City and its property.

E. Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Lessee under this Lease.

**X. Liens and Removal of Fixtures.**

A. Mechanic's/Materialman's Liens. Lessee will not permit any mechanic's or materialman's or any other lien to be placed upon the Premises or the leasehold, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.

B. Removal of Fixtures. If Lessee is allowed to remove any fixtures or improvements when this Lease terminates, it will do so at its expense and will restore the Premises to its original condition prior to installation of the fixtures or improvements.

**XI. City Requirements.**

A. Gratuities and Kickbacks. The provisions of City's Code Section 2-2033, prohibiting gratuities to City employees, and kickbacks by subcontractors shall apply to this Lease.

1. Gratuities. Lessee certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request

for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

2. Kickbacks. Lessee certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Lessee or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

B. Conflicts of Interest. Lessee certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Lease, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Lessee in this Lease.

C. Prohibition Against Contingent Fees. Lessee certifies that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this Lease without liability or, at its discretion, to deduct from the Lease price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

D. Earnings Tax/Occupational License Clearance. As a condition precedent to approval of this Lease, Lessee shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.

F. Records/Audit. The City Auditor, City's Director of Human Relations and the Aviation Department shall have the right to audit this Lease and all Lessee's books, documents and records relating thereto and such books, documents and records will be made available on ten days written notice. Lessee agrees to maintain its books, records and documents relating to this Lease during the Lease term and for three years thereafter.

## **XII. Miscellaneous Provisions.**

A. Headings; Construction of Lease. The headings of each section of this Lease are for reference only. Unless the context of this Lease clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

B. Merger. This Lease, including any referenced Attachments or Exhibits, constitutes the entire agreement between City and Lessee with respect to this subject matter, and supersedes all prior agreements between City and Lessee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Lease.

C. Governing Law. This Lease shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The Landlord and Tenant: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

D. Americans with Disabilities Act. Lessee agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq, and as implemented by 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 49 CFR parts 37 and 38, as applicable and as amended from time to time.

E. Rights & Remedies Cumulative. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may have exercised any remedy without terminating this Lease shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

F. Modification.

1. Unless stated otherwise in this Lease, no provision of this Lease may be waived, modified or amended except by written amendment signed by City and Lessee.

2. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Lease, shall affect or modify any term or terminology of this Lease and any such act, conversation or communication shall not be binding upon City or Lessee.

G. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Lease could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

H. Binding Effect. This Lease shall be binding upon City and Lessee and their successors in interest.

I. Representations and Warranties. City and Lessee each certify that it has the power and authority to execute and deliver this and to perform this Lease in accordance with its terms.

J. Compliance With Laws. Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to this Lease. Lessee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Lease.

K. Force Majeure. Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, action of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

L. Interpretation. The language of this Lease shall be construed according to its fair meaning, and not strictly for or against either City or Lessee.

M. No Personal Liability. No councilman, director, officer, employee, or other agent of either party shall be personally liable under or in connection with this Lease.

N. Time of the Essence. Time is of the essence of this Lease.

O. Affirmative Action. Lessee shall establish and maintain for the term of this Lease an Affirmative Action Program in accordance with the CREO Assurances, the provisions of Chapter 38 of the Code, the rules and regulations relating thereto and any additions or amendments. Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or national origin, sex, handicap or disability, age, familial status, marital status or sexual orientation, in a manner prohibited by Chapter 38 of the Code. If Lessee fails, refuses or neglects to comply with Chapter 38 of the Code, then the failure shall be deemed a total breach of this lease and this Lease may be terminated, canceled or suspended, in whole or in part, and Lessee may be declared ineligible for any further contracts funded by the City for a period of one year. This is a material term of this Lease.

**Part III**

**AIRPORT REQUIRED TERMS AND CONDITIONS**

**(04/03/24)**

**SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.**

Changes in contract performance or source of funding may result in the application of additional provisions. The term Contracting Party for purposes of Part III shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Company may be used interchangeably with Contractor and may allude to a contracting party for non-property-based grants of authority.

**SECTION 2. COMPLIANCE WITH APPLICABLE LAW.** By executing this Contract, the Contractor affirms that the Contractor and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

**SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**SECTION 4. SCOPE OF WORK LIMITED.** This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

**SECTION 5. ACCESS TO RECORDS.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contracting Parties and subcontractors from the bid solicitation period through the completion of the contract.

**SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE**

**A. TITLE VI Solicitation Notice**

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

### C. Compliance with Nondiscrimination requirements.

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

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each

potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kansas City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City of Kansas City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City of Kansas City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City of Kansas City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City of Kansas City to enter into any litigation to protect the interests of the City of Kansas City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

**SECTION 8. RIGHT TO AMEND.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

**SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS.** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Contractor.

Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

**SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP**

A. The (Contractor, grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, contractor, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. B. With respect to (licenses, leases, permits, right to use under contract, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the (license, permit, contract, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, contract, etc., as appropriate) had never been made or issued.\* C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri will there upon revert to, vest in, and become the absolute property of City of Kansas City, Missouri and its assigns.

**SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.**

A. The (contractor, grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, contract, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (contractor, grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. B. With respect to licenses, leases, permits, contracts, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Kansas City, Missouri will have the right to terminate the (contract, lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (contract, lease, license, permit, etc.) had never been made or issued. C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City, Missouri, will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Kansas City, Missouri, and its assigns.

**SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY.** Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 –



Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Contractor agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Contractor, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

**SECTION 13. RESERVATIONS.** The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, 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 premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

**SECTION 14. ACCOMMODATIONS.** Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Contractor warrants that no person shall, on the grounds of race, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

**SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS.** Reserved.

**SECTION 16. BREACH OF CONTRACT.** Reserved.

**SECTION 17. BUY AMERICAN PREFERENCE.**

**A. BABA.** Reserved.

**B. Construction Materials.** Reserved.

**SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL.** Reserved.

**SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS.** Reserved.

**SECTION 20. COPELAND ANTI-KICKBACK.** Reserved.

**SECTION 21. DAVIS BACON REQUIREMENTS.** Reserved.

**SECTION 22. DEBARMENT AND SUSPENSION.** Reserved.

**SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE.** Reserved.

**SECTION 24. DISTRACTED DRIVING.** Reserved.

**SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS.** Reserved.

**SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY.** Reserved.

**SECTION 27. FAIR LABOR STANDARDS ACT.** Reserved.

**SECTION 28. FOREIGN TRADE RESTRICTION.** Reserved.

**SECTION 29. LOBBYING FEDERAL EMPLOYEES.** Reserved.

**SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT.** Reserved.

**SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Reserved.

**SECTION 32. PROHIBITION OF SEGREGATED FACILITIES.** Reserved.

**SECTION 33. RECOVERED MATERIALS.** Reserved.

**SECTION 34. RIGHT TO INVENTIONS.** Reserved.

**SECTION 35. SEISMIC SAFETY.** Reserved.

**SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION.** Reserved.

**SECTION 37. TERMINATION OF CONTRACT.** Reserved.

**SECTION 38. VETERAN'S PREFERENCE.** Reserved.

## ADDENDUM 1

### CREO CIVIL RIGHTS AND WAGE ASSURANCES (03/22/23)

**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor

warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.