

ORDINANCE #68406
Board Bill No. 100

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, establishing a program for the short rental of kiosk space at Lambert-St. Louis International Airport® by adopting the Policy and Criteria for the Letting of Kiosks at Lambert-St. Louis International Airport® (the “Kiosk Program”) set out in ATTACHMENT “1” to this Ordinance, which is attached hereto and incorporated herein; authorizing the Director of Airports to fully implement the provisions of the Kiosk Program and, with the Airport Commission’s approval, to issue, enter into and execute Airport Kiosk Space Permits as provided for in the Kiosk Program; containing an exclusivity clause; and containing a severability clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION 1. The Board of Aldermen hereby approves and adopts the policy, criteria and procedures providing for the short-term rental of kiosk space at Lambert-St. Louis International Airport® as provided for in the Policy and Criteria for the Letting of Kiosks at Lambert-St. Louis International Airport® (the “Kiosk Program”) and the form of the Airport Kiosk Space Permit, as provided and more fully described in ATTACHMENT “1”, which is attached hereto and incorporated herein.

SECTION 2. The Director of Airports or his/her designee (the “Airport Director”) is authorized to fully implement the provisions of the Kiosk Program and, with the approval of the Airport Commission, the Airport Director is authorized to issue, enter into and execute Airport Kiosk Space Permits on behalf of The City of St. Louis, Missouri pursuant to and as provided in the Kiosk Program.

SECTION 3. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the programs, agreements and permits approved or authorized by this Ordinance and shall not be applicable to any other existing or future programs, agreements or permits unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of The City of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the programs, agreements or permits approved or authorized by this Ordinance.

SECTION 4. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining parts of this Ordinance.

APPENDIX “A”
SAMPLE PERMIT

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



Name

**Kiosk
Space Permit**

AL#-XXX

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AL#-XXX

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
RETAIL SALES KIOSK SPACE PERMIT

The City of St. Louis ("City") hereby grants to _____ ("Permittee") permission to occupy and use the kiosk and kiosk space ("Space") described below at Lambert-St. Louis International Airport® ("Airport") under the terms and conditions of this Kiosk Space Permit ("Permit").

SECTION 1
SPACE

101. SPACE. The Space for which occupancy and use is granted is shown on the attached **Exhibit "A"** (the "Space," which is incorporated herein) and is more fully described as an Airport kiosk space not to exceed **150 square feet**, including the kiosk (25 square feet). The Director of Airports ("Director"), on behalf of the City, may relocate the Space as may be reasonably required in the sole opinion of the Director. Such changes shall be made at the sole expense of Permittee, and the City shall not be liable or responsible for any loss whatsoever including, without limitation, any inconvenience or loss by Permittee of work time, profit or business resulting from such changes including, without limitation, actual, incidental, consequential or special damages.

Permittee accepts the Space "**AS IS**" with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives. The City without limitation expressly disclaims and negates, as to the Space: any implied or expressed warranty of merchantability; any implied or expressed warranty for a particular purpose; and any implied or expressed warranty with respect to the Space or any portion thereof.

102. USE. The Space is to be used only for retail sales of _____ from a kiosk, subject to and in accordance with the terms, covenants and conditions of this Permit. This Permit does not grant the use of any parking area by Permittee unless specifically granted. No storage will be permitted on the exterior areas of the Space. The Permittee shall have no right to perform any service or offer for sale any products, or engage in any other business or commercial activities on the Airport that are not specifically granted under this Permit.

All deliveries to or pick-ups from the Airport terminal buildings by Permittee or its agents will be through the West Terminal delivery dock at the west end of the lower level; or the East Terminal delivery dock at the east end of the lower level.

103. ACCESS. Subject to the terms, covenants and conditions of this Permit, Permittee has the right of free access, ingress to and egress from the Space, for Permittee's employees, agents, guests, patrons and invitees.

SECTION 2
TERM

201. TERM. The term of this Permit, which shall be no more than one (1) year, begins on _____ and ends on _____ unless sooner terminated in accordance with other provisions of this Permit.

The Permittee may terminate this Permit without cause by giving a 30-day notice to the City with no liability to the Permittee and such termination shall be deemed a no-fault cancellation; provided that the Permittee is not then in default of any term, covenant, or condition of this Permit.

202. SURRENDER OF POSSESSION. No notice to quit possession at the expiration date of the term of this Permit shall be necessary. Permittee covenants and agrees that at the expiration date of the term of this Permit, or at the earlier termination hereof, it will peaceably surrender possession of the Space in as good condition as that existing at the time of Permittee's initial entry upon the Space under this Permit or any preceding permits, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Space with or without due process of law.

SECTION 3
FEES & RENTALS

301. SPACE RENTAL PAYMENT. Permittee shall pay in advance to City a monthly rental fee of Two Thousand Dollars (\$2,000), (the "**Space Rental Payment**"). The Space Rental Payment shall be paid on or before the first day of each month of the term of this Permit as invoiced by City. Permittee shall be deemed delinquent, if the Space Rental Payment remains unpaid as of the fifth day of the month. This Permit may be terminated for cause by the City if the Space Rental Payment remains unpaid as of the 15th day of the month.

In addition to the Space Rental Payment, upon commencement, Permittee shall pay a deposit to the City in the amount of Three Thousand Dollars (\$3,000), (the "**Deposit**") to ensure and guarantee the Permittee's performance of all of its obligations under this Permit. The Deposit shall not be used or credited by the Permittee towards the last payment due and payable. Upon performance of all its obligations under this Permit including without limitation, the submission of required reports, the entire Deposit shall be refunded within ninety (90) days following the expiration or early termination of this Permit.

302. ADDITIONAL FEES, CHARGES AND RENTALS. Permittee shall pay additional fees, charges and rentals under the following conditions:

- A. If the City has paid any sum or sums or has incurred any obligation or expense for which Permittee has agreed to pay or reimburse the City for; or
- 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 Permittee to perform or fulfill any of the terms, covenants or conditions of this Permit.

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 a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, 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 Permittee that the amount of such payment was necessary and reasonable.

303. PROMPT PAYMENT OF TAXES AND FEES. Permittee warrants, 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 (municipal, state or federal), required for the conduct of its business at and upon the Airport, and further warrants, covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

304. REPORTS. Permittee shall submit to the City by the 15th day of the second and each succeeding month an accurate statement of Gross Receipts in a format approved by the Director. Permittee shall document in a manner satisfactory to the Director the specifics

of all refunds deducted from Gross Receipts. This statement shall separately state Gross Receipts for sales by Airport location and be certified as accurate by an officer of the Permittee. The final statement of Gross Receipts shall be due by the 15th day of the month following expiration of this Permit or early termination thereof. Gross Receipts, as it pertains to this permit, shall mean the total revenues from all sources and all types at the Airport under this permit and any derivative thereof performed by Permittee, its subcontractors, subsidiaries, associated companies or otherwise, regardless of the point of origin or delivery of the order.

SECTION 4 IMPROVEMENTS & ALTERATIONS

401. MECHANICS' AND MATERIALMEN'S LIENS. Permittee agrees not to permit any mechanics' or materialmen's or any other lien or encumbrance to be attached or foreclosed upon the Space or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

402. CONSTRUCTION BY PERMITTEE. Permittee may not improve or alter the Space or its surrounding area in any way whatsoever.

403. SIGNS. Permittee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Space exposed to the public without prior written approval of the Director and that such signs shall conform to reasonable standards established by the Director with respect to wording, type, size, design, color and location.

SECTION 5 USE OF SPACE

501. COMPLIANCE WITH LAWS AND REGULATIONS. Permittee shall comply with all Rules and Regulations which the Director may establish from time to time. In addition, Permittee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, City, local and other governmental authorities, now or hereafter applicable to the Space or to any adjoining public ways, as to the manner of use or the condition of the Space or of adjoining public ways.

502. MAINTENANCE. Permittee shall perform the following functions as part of its responsibilities in the maintenance of the Space. The following list includes certain functions but Permittee's responsibilities are not limited to those functions:

- A. Perform custodial services daily, keeping all equipment and fixtures in good repair and appearance, and free from all fire and other hazards to persons and property.
- B. Repair all damage to the Space and the Airport when such damage results from the careless or negligent acts of Permittee or Permittee's agents or employees.
- C. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants.
- D. Keep the Space free of all pests, providing such pest control services as required.

503. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. The City and its authorized officers, agents, employees, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Permittee's operations as is practicable) to enter upon and in the Space to inspect such Space to determine whether Permittee has complied and is complying with the terms, covenants and conditions of this Permit.

504. UTILITIES. Permittee is limited to the ambient air flow available in and around the location of the Space. The City permits access to and use of one duplex outlet for electrical service for a monthly fee of _____ Dollars (\$___) due and payable on the first day of the month.

Permittee shall provide and pay all other utilities it requires. The City shall not be liable to Permittee for any damages, cost or losses of any kind whatsoever due to the interruption of any utility service including, without limitation, any actual, consequential, special or incidental damages or losses.

SECTION 6
INSURANCE, DAMAGE & INDEMNIFICATION

601. LIABILITY INSURANCE. Permittee shall obtain (at its sole expense and maintain at all times during the term of this Permit) liability insurance on an occurrence basis, against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or the omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees, pursuant to this Permit under Comprehensive General Liability.

The minimum limits of coverage for the above classes of insurance shall equal a combined single limit of One Million Dollars (\$1,000,000) comprised of such primary and excess policies of insurance as Permittee finds necessary to purchase during the term of this Permit.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be named as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to the City-owned or leased property and City personnel, caused by or resulting from work, acts, operations, or omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees. In addition such insurance shall include contractual liability insurance sufficient to cover Permittee's indemnity obligation hereunder. The City, its officers, agents and employees shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City, its officers, agents and employees a partner or joint venture partner with Permittee in its operations hereunder.

602. WORKERS' COMPENSATION. Permittee (at its sole expense), at a minimum, will obtain and maintain, at all times during the term of this Permit for its employees working on Airport premises, Workers' Compensation insurance coverage at the statutory limits applicable to Permittee's operations in the State of Missouri.

603. CONTENTS OR OTHER INSURANCE. Permittee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Permittee owned property or equipment. The City shall not be required or obligated to provide such insurance coverage or be responsible or liable for the payment of Permittee's cost for such insurance.

604. WAIVER OF SUBROGATION. Permittee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for loss or damage to Permittee or its property or the property of others under Permittee's control, to the extent that such loss is covered by valid insurance policies or could be covered by an "All Risk" physical coverage property insurance policy. Permittee shall provide notice of this waiver of subrogation to its insurers.

605. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage and special endorsements required of Permittee in this Section, shall be delivered to the Director in form and content satisfactory to the City.

At least 15 days prior to the expiration of any such policy, Permittee shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Permittee shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving a 30-day notice to the Director. Each such insurance policy shall also provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and in such circumstances the City's policy will be excess over Permittee's policy.

606. INDEMNIFICATION. Permittee shall protect, defend, and hold St. Louis County, the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Space and/or the acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, licensees, independent contractors or invitees regardless of where

the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director or his/her designee shall give to Permittee reasonable notice of any such claims or actions. The Permittee shall also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Permit.

607. OCCUPANCY OF SPACE. Permittee agrees that it will not permit any act of omission or commission or condition to exist on the Space which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

SECTION 7 ASSIGNMENT & SUBLETTING

701. ASSIGNMENT AND SUBLETTING. Permittee shall not assign or transfer this Permit. Permittee shall not sublet the Space or any portion thereof and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the ACDBE participation goal described in Section 8 of this Permit. Prior to any contemplated subletting of the Space or subcontracting of this Permit, Permittee must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (i) strict compliance with all provisions of this Permit; (ii) a provision that the subpermittee or subcontractor will use the facilities solely for the purposes identified in this Permit; (iii) a provision ensuring that all services are available during the hours of operation required in this Permit; (iv) a provision providing that all terms of the subpermit are subject to and subordinate to the provisions of this Permit; and (v) a provision that the term of the subpermit shall expire immediately at the expiration or early termination of this Permit.

The parties understand and agree that Permittee is responsible for the performance of its assignees, sub-permittees, and subcontractors under this Permit. Permittee agrees to initiate and take all corrective action should a subcontractor or sub-permittee fail to comply with its contract with the Permittee or any provision of this Permit. No subcontract, subpermit, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract, subpermit, or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of Permittee under this Permit, and the City may terminate this Permit for cause as provided in Section 9 below. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

SECTION 8 AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

801. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum ACDBE participation goal of not less than 15% participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal shall be measured as a percentage of total Gross Receipts. The goal remains in effect throughout the term of the Permit and credit toward the ACDBE goal will only be given for the use of Missouri Regional Certification Committee (MRCC) certified ACDBEs.
- B. In the event Permittee's ACDBE participation fails to meet the goal or comply with applicable federal regulations, Permittee shall be required to perform the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought and continue until the ACDBE goal is reached by Permittee.
- C. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Permittee or contractor agrees that it will not discriminate against any business owner because of the owner's race, creed, color, religion, sex, national origin or ancestry in connection with this Permit. Permittee or contractor agrees to include the above statements in any subsequent Permit or contract that it enters and cause those businesses to similarly include the statements in further agreements.
- D. Permittee shall operate its Space in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. Permittee shall also comply with any City of St. Louis executive orders, resolutions or ordinances enacted, now or in the future,

to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Permit.

SECTION 9
MISCELLANEOUS

901. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212, St. Louis, Missouri, 63145, with a copy to the Airport Properties Division Manager at the same address. All notices, demands and requests by the City to Permittee shall be sent by certified mail, return receipt requested, addressed to:

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Permittee or said Director.

902. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM. Permittee hereto understands and agrees that, in operation and use of Airport, shall not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons while performing under this Permit. Permittee agrees that in performing under this Permit, neither it nor anyone under its control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry.

903. NO PERSONAL LIABILITY. No Alderman, Commissioner, Director, officer, agent or employee of either party shall be personally liable under or in connection with this Permit.

904. FORCE MAJEURE. Neither the City nor Permittee shall be deemed in violation of this Permit if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control.

905. AGREEMENTS WITH THE UNITED STATES. This Permit is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

906. GOVERNING LAW. This Permit shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the City's Charter and ordinances, as they may be amended from time to time.

907. REQUIRED APPROVALS. When the consent, approval, waiver or certification (“**Approval**”) of other party is required under the terms of this Permit, such Approval shall be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. Whenever the approval of the City, or the Director, or of Permittee is required herein, no such approval shall be unreasonably requested or withheld.

908. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waiver must be in writing and signed by the party waiving.

909. INVALID PROVISIONS. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term,

covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or Permittee in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Permit.

910. ENTIRE AGREEMENT. This Permit, together with all exhibits attached hereto, constitutes the entire Permit between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Permit may be amended only in writing and executed by duly authorized representatives of the parties hereto.

911. ADVERTISING. Permittee shall have no right to use the trademarks, symbols, trade names or name of the Airport or Space, either directly or indirectly, in connection with any production, promotional service or publication without the prior written consent of the Director.

912. CONFLICTS BETWEEN TENANTS. In the event of a conflict between Permittee and any other tenant, licensee, permittee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Permittee agrees to be bound by such decision. All determinations by the Director are final.

913. AMERICANS WITH DISABILITIES ACT (ADA). Permittee shall be responsible for compliance with the Federal ADA, plus other federal, state, or local laws or regulations and the City Ordinances pertaining to the disabled individual having access to Permittee's services.

914. TIME IS OF THE ESSENCE. Time is of the essence in this Permit. The parties agree that time shall be of the essence in the performance of each and every obligation and condition of this Permit.

915. ACKNOWLEDGMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Permit. As such, the terms of this Permit shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Permit or any amendments, modifications or exhibits thereto.

916. SECURITY PLAN AND FACILITIES. Permittee hereby acknowledges that the City is required by the Transportation Security Administration ("TSA") regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. The City has met said requirements by developing a master security plan for the Airport, and Permittee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Permittee's exercise of the privileges granted to Permittee hereunder. Permittee will, within 30 days of the City's request, reimburse the City for all fines or penalties imposed upon the City by the TSA or the Federal Aviation Administration ("FAA") resulting from Permittee's negligence or failure to act in relation to TSA regulation 1542 or any other applicable airport security regulations.

917. ENVIRONMENTAL NOTICE. Permittee shall promptly notify the Director of: any change in the nature of the Permittee's operations on the Space that will materially and/or substantially change the Permittee's or the City's potential obligations or liabilities under the environmental laws; or the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge; or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Permittee's operations on the Space.

918. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of the City and Permittee specified in this Permit are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

919. CONDITIONS OF DEFAULT. This Permit shall be considered in default when the Permittee or the City fail to fulfill any term, covenant, or condition of this Permit, and such default shall be considered a material breach of this Permit for which the City or the Permittee (as the case may be) may terminate this Permit and/or seek other remedies at law or in equity.

920. TERMINATION PROCEDURES FOR CAUSE. No termination for cause by the City or Permittee shall be effective unless and until not less than fifteen (15) days have elapsed after written notice by the party terminating this Permit to the non-terminating party, specifying the date and cause of termination. The effective date of the termination for cause shall be the date specified in said notice in accordance with this Section 920, unless timely cured.

921. NOT A LEASE. This Permit is not a lease, and the right to use the Space is entirely dependent upon the rights and privileges granted hereunder. Permittee will in no instance be deemed to have acquired any possessory rights against the City or the Space or be deemed to be a tenant of the City.

922. PREVAILING WAGE. Permittee shall, as a condition of this Permit, include in all service contracts pertaining to the Space, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor, in accordance with and subject to City Ordinance No. 62124.

923. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Permit shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

924. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions or requirements of this Permit, as may be reasonably required to enable the City to obtain said FAA funds.

925. RIGHT TO AUDIT. City, or its duly appointed agents or auditors, reserves the right to audit Permittee's, subcontractor's or others doing business under this Permit, books, records, and receipts at any time for the purpose of verifying Gross Receipts or Permittee's compliance with or its performance of the terms, covenants, conditions and provisions of this Permit.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year last written below.

PERMITTEE BY:

ATTESTED TO BY:

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID# _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT® pursuant to City Ordinance # _____ approved the _____ day of _____, 200 :

BY: _____

Commission Chairman and
Director of Airports

Date

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor
City of St. Louis

Date

Comptroller
City of St. Louis

Date

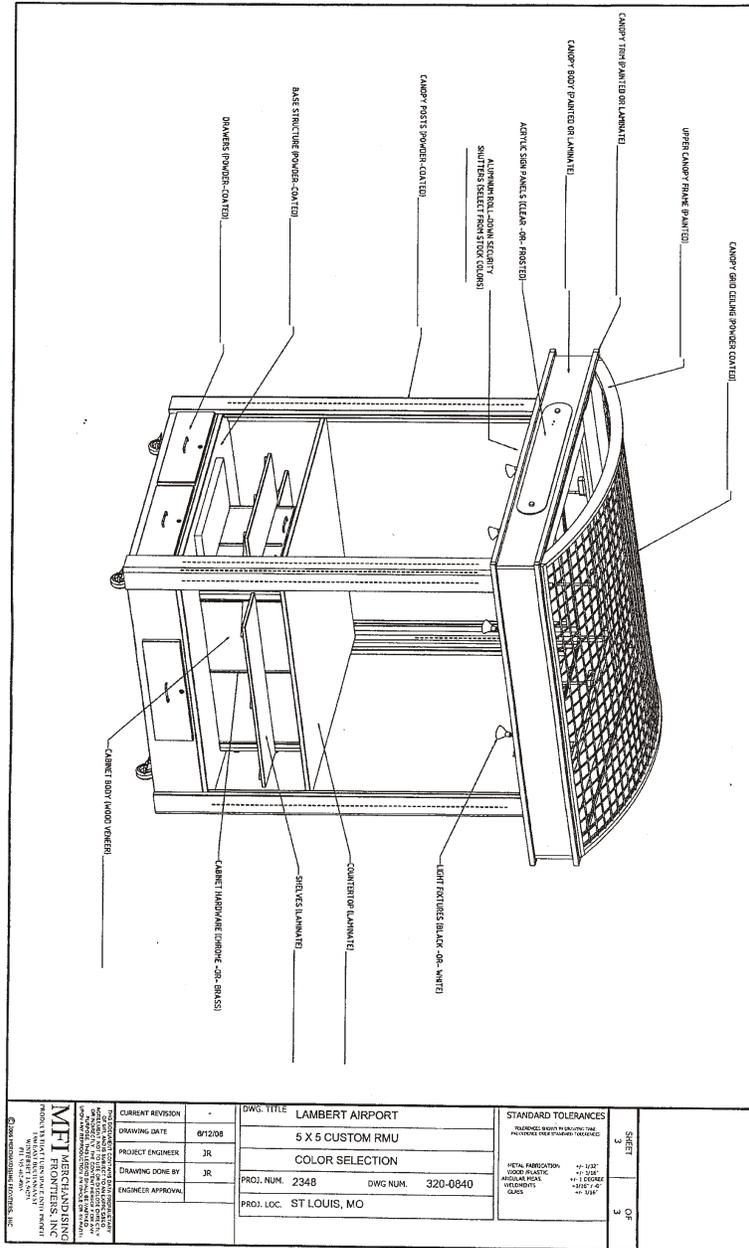
ATTESTED TO BY:

Register, City of St. Louis

Date

EXHIBIT "A"
(to be determined)

68406



Approved: July 7, 2009