



**REQUEST FOR PROPOSALS (RFP)
for
Food, Beverage, and Vending (FB&V) Concessionaire**

Deadline for Submission: Thursday, April 10, 2025, at 2:00 P.M. CST.

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SPECIAL INSTRUCTIONS

RFQ Title	Food, Beverage, and Vending (FB&V) Concessionaire
RFQ Number	AIR-2025-001
Purpose	The Airport seeks to obtain a vendor to provide food, beverage, and vending services at the La Crosse Regional Airport Terminal.
Deadline	2:00 P.M. CST – Thursday, April 10, 2025
	Airport Administration Office 2850 Airport Road La Crosse, WI 54603
Special instructions	Submit one (1) original of your proposal in electronic form.
Submit all inquiries to	Jeff Tripp Airport Director (608) 789-7456 trippi@lseairport.com www.lseairport.com
Date issued	03/02/25

Key Dates	
Sunday, March 2, 2025	RFP Advertised
Tuesday, March 19, 2025	Non-Mandatory Site Visit (2:00 PM CT)
Thursday, March 28, 2025	Final Date for Written Questions (2:00 PM CT)
Monday, March 31, 2025	Answers to Written Questions Published on Website
Thursday, April 10, 2025	Proposals Due (2:00 PM CT)
TBD	Interviews (if needed)
Monday, April 21, 2025	Aviation Board Contract Award
Thursday, May 8, 2025	City Council Contract Award
Friday, August 1, 2025	Contract Commencement Date

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**LA CROSSE REGIONAL AIRPORT
REQUEST FOR PROPOSALS (RFP)**

for

Food, Beverage, and Vending (FB&V) Concessionaire

Sealed proposals will be accepted until 2:00 PM CT, **Thursday, April 10, 2025**, by the La Crosse Regional Airport (“Airport”), 2850 Airport Road, La Crosse, WI 54603, for its Food, Beverage, and Vending Concession at the La Crosse Regional Airport Terminal in accordance with the conditions stated in the Request for Proposals (RFP) package.

Proposals shall be submitted through Demand Star at www.demandstar.com. All proposals shall be valid and irrevocable for the sixty calendar (60) days immediately RFP AIR-2025-001 following the date and time listed above. Proposals must be fully completed and signed when submitted to the city – any incomplete or unsigned Proposal Forms will be deemed inconsistent and unacceptable and will not be considered.

The Airport reserves the right to accept, reject, and/or negotiate, any or all proposals or any part thereof, or portion of, the proposals, to waive any technicalities in any proposals submitted, to accept any part of a proposal deemed to be in the best interests of the Airport.

The La Crosse Regional Airport maintains an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the US Department of Transportation 49 CFR Part 26. All ACDBE firms and small businesses qualifying under this solicitation are encouraged to submit proposals. Additional information on the ACDBE program is available upon request.

The La Crosse Regional Airport, 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 proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, ACDBEs will be afforded full and fair opportunity to submit proposals 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.

I. INTRODUCTION & GENERAL INFORMATION

The La Crosse Regional Airport is soliciting proposals from interested parties (“Proposer(s)”) to provide Food, Beverage, and Vending Concessions at the Airport. This document outlines the prerequisites, selection process, and documentation necessary to submit a Proposal for the requested services. Please carefully read the entire package before submitting your Proposal.

If awarded, the Food, Beverage, and Vending Concessions will be operated and maintained in accordance with the terms and conditions of the Airport’s Standard Concession Agreement, which will be substantially similar in form to **Exhibit B** of this RFP.

II. AIRPORT BACKGROUND

The La Crosse Regional Airport (LSE) is owned and operated as an independent department of the City of La Crosse. The community maintains a vibrant and diverse economy that contains significant companies in the manufacturing, retail, government, and medical industries. With a population of more than 52,000, it serves as a hub for a metro area of nearly 140,000 citizens.

LSE is currently served by American Airlines regional carriers with daily flights to Chicago O’Hare International Airport and casino charters to Laughlin, NV operated by Sun Country Airlines. Until April 2023, Delta Airlines offered flights to Minneapolis-St. Paul International Airport. From 2019 to 2022, Delta also offered service to Detroit Metropolitan Airport.

While LSE has seen its overall air service diminish significantly with Delta Airlines departure, the Airport is actively working to secure a second airline to recapture the lost passenger traffic, to add seasonal routes to Florida, Las Vegas and/or Phoenix, and add additional casino flights to return to our previous air service passenger level. A quality restaurant concession for our customers is an important part of our overall air service program and our customer experience.

In addition to airline-related customers, the business park adjacent to the terminal is home to approximately 25 businesses. The business park, coupled with the lack of other restaurants within several miles of the Airport, provide a great opportunity for a restaurant to serve a larger market during lunchtime hours than just airline passengers.

a. Passenger Statistics and Airline Information

Annual passenger traffic statistics include both enplaning and deplaning passengers:

Calendar Year	Enplaned Passengers	Deplaned Passengers	Total Passengers
2024	38,339	37,115	75,454
2023	41,457	41,185	82,642
2022	63,239	60,864	124,103
2021	81,143	78,787	159,930

2020	43,847	42,858	86,705
2019	95,305	92,829	188,134
2018	96,374	93,854	190,228
2017	87,697	85,151	172,848

The Airport is currently served by the following airlines and their partners.

Airlines	Destinations	Aircraft	Frequency
American	Chicago O'Hare (ORD)	EMB-170/175; CRJ700	2-3 Daily
Sun Country	Laughlin, NV	B737	Monthly

b. Potential Facility Remodel

The Airport terminal was remodeled in 2015. The Airport currently provides sufficient space for the prospective concessionaire to operate, consistent with the space presently provided (as described in Subpart c, below) which is subject to change based on any future terminal expansion or remodel projects. The Airport will entertain concessionaire requests to remodel the pre- and post-security infrastructure to better meet the needs of customers using the post-security restaurant *AND* to better attract and support potential customers using the pre-security location especially to support lunchtime services to the adjacent airport business park and the general non-travelling public.

c. Existing Food, Beverage, and Vending Concessions

The Airport has one restaurant location with pre-security and post-security service that was completely renovated in 2015 by the Airport. The pre-security area has a total footprint of approximately 194 square feet which includes a service counter and merchandise display. There is seating available for customers in the public lobby area which is not included in the restaurant concession footprint. This area is cleaned and maintained by the Airport.

The restaurant has a total footprint of approximately 968 square feet which includes a full kitchen with food preparation area. There is a full bar, seating area and grab-and-go line. Seating in this area is somewhat limited. The Airport owns all the dining tables and chairs; the concessionaire may replace the tables and chairs with their own. The selected Proposer will be responsible for operating and maintaining the spaces and equipment.

A list of Airport-owned equipment, fixtures, and furniture is detailed in the Airport Concession Agreement attached hereto as **Exhibit B**.

There is space for two (2) vending machines located next to the inbound baggage system on the terminal's first floor and three (3) machines located on the post-security side on the terminal's second floor. A map of the restaurant and vending locations is attached as **Exhibit A**.

d. Past Concessionaire Sales Performance:

	Food & Beverage	Alcohol Sales	Gift Shop	Vending	Gross Revenue
2023-2024	\$ 97,591.17	\$ 45,924.40	\$ 50,667.52	\$ 2,706.00	\$ 196,889.09
2022-2023	\$ 140,974.60	\$ 76,988.27	\$ 62,209.53	\$ 2,702.00	\$ 282,874.40
2021-2022	\$ 204,764.18	\$ 97,037.11	\$ 98,250.70	\$ 3,354.00	\$ 403,405.99
2020-2021	\$ 147,405.33	\$ 83,895.63	\$ 71,162.06	\$ 3,934.00	\$ 306,397.02
2019-2020	\$ 163,886.24	\$ 84,422.15	\$ 68,375.54	\$ 3,727.00	\$ 320,410.93

**August – July*

e. Airport Environment

It is important for Proposers to note that the Airport environment presents a set of unique challenges which are not typical of an off-airport setting.

- 1) Concession locations must be open three hundred and sixty-five (365) days a year with operating hours and staffing levels reflecting the fluctuation in seasonal and daily passenger traffic.
- 2) Airport flight delays occur occasionally. Passenger traffic at the Airport is affected by weather not only here, but in other geographic regions as well.
- 3) The Airport is a non-smoking facility. Further, all Concessionaire and employee conduct must be consistent with the Airport Rules and Regulations.
- 4) Each Proposer’s employee is an ambassador for the Airport and the region. Training is essential and should include knowledge of the terminal areas and services, and knowledge of the community.
- 5) The Airport is subject to specific badging and security screening requirements, which are established by the Transportation Security Administration and may be changed from time to time. Proposer shall be responsible for complying with these requirements and any future requirements.

III. SCOPE OF SERVICES

The Concessionaire will operate the Food, Beverage, and Vending Concessions in accordance with the Concession Agreement attached hereto. The pre- and post-security Food and Beverage locations will include counter service, quick service, and takeaway items. Selected Proposer will need to provide any additional equipment it needs for its operation, including vending machines.

IV. GOALS OF THE FOOD, BEVERAGE AND VENDING PROGRAM

The Airport has a vital role as an economic development engine for, and as a gateway to, southwestern Wisconsin. The Airport wishes for the terminal concession program to present the cuisine, products, and brands of the region, in addition to nationally recognized brands. The Airport encourages Proposers to incorporate established local, regional, and national brands in all aspects of their proposed programs, to the extent possible. This inclusion should be seen throughout the programming, in terms of:

- **Brands** – Seek out local and nationally recognized brands.
- **Product & Merchandise Offering** – Provide a diverse product offering that can accommodate the full suite of a passenger’s food and beverage needs.
- **Revenue Generation** – Ability to optimize and increase concession revenues.
- **Customer Service** – Provide a first-class program that focuses on customer service.

Proposers should seek to include each of these four goals into the concession program, as demonstrated through the Brand Proposal (described in Section VII of this RFP). It is expected the successful Proposer will be one who best integrates well-recognized brands with an understanding of the Airport’s local and regional passenger needs.

V. FINANCIAL OBLIGATIONS OF CONCESSIONAIRE

a. Percentage Rent Payments

By the 10th of each month following the opening of the first Concession Location, the Operator will submit a detailed report showing sales by location, and where applicable, sales by category within each location. These sales will be utilized to calculate the monthly Percentage Rent, to be remitted with the report. A sample breakdown of sales is listed below.

Concession Subtype	Minimum % Rent Bid Range
Prepared food and non-alcoholic beverages	10% gross receipts
Alcoholic beverages	15% gross receipts
Merchandise and pre-packaged food and beverages	7% gross receipts
Coin Operated Vending Machines	7% gross receipts
Coin Operated Amusement Machines	40% gross receipts

b. ACDBE Reporting and Good Faith Efforts

It is the Airport’s policy to ensure that Airport Concession Disadvantaged Business Enterprises (ACDBEs) have full opportunity to compete for and participate in concession opportunities at the Airport. **The Airport’s total ACDBE goal for the concession program (excluding car rental) for FY2025 is 1.00%.** The Concessionaire will be required to provide monthly and annual Gross Revenue reports, along with annual ACDBE reports, throughout the entire term of the Food,

Beverage and Vending Concession Agreement as provided in the Agreement. The Concessionaire may meet the ACDBE goal through the purchases of goods and services from qualified ACDBEs in the state of Wisconsin. Good faith efforts are required to be made, documented, and provided to the Airport. The list of Wisconsin certified ACDBEs can be found at <https://wisconsin.gov/Pages/doing-business/civil-rights/dbe/default.aspx>

VI. REFERENCES AND INFORMATION ABOUT THIS RFP

a. Non-Mandatory Pre-Proposal Briefing and Site Tour

A Non-Mandatory Pre-Proposal briefing and site tour will be held to discuss this RFP on **Tuesday, March 19, 2025**, at 2:00 PM CT. The meeting will be held in the La Crosse Regional Airport Terminal Building, 2850 Airport Road, La Crosse, WI 54603. Staff will be available to present a brief overview of the proposed Concession Agreement, answer questions about the scope and selection process, and provide a conceptual overview of the planned facility expansion.

Attendance at this meeting is non-mandatory; however, participation is strongly encouraged. This pre-Proposal briefing will be the only opportunity afforded potential Proposers to discuss, as a group, the scope and requirements of this RFP and to be given a tour of the Terminal and Restaurant. The Non-Mandatory Pre-Proposal briefing will not be offered virtually.

Please provide at least forty-eight (48) hours advance notification to the Airport by email to trippj@lseairport.com of persons attending. A tour of the Airport Terminal and Restaurant will be provided at the close of the meeting. The meeting and tour are anticipated to last less than two hours in duration.

b. Concession Agreement

A FOOD, BEVERAGE, AND VENDING CONCESSION AGREEMENT (referred to herein as the "Concession Agreement") is attached hereto as **Exhibit B**.

The purpose of the Concession Agreement is to grant the non-exclusive right and privilege to the selected Proposer to provide Food, Beverage, and Vending Concessions in the La Crosse Regional Airport Terminal. The provisions and terms of the Concession Agreement may be revised or adjusted by the Airport and Proposer prior to final execution.

The Airport intends for the Concession Agreement to commence **August 1, 2025**, for a period of five (5) years (the "Initial Term") ending on **July 31, 2030**. The Agreement is subject to a five (5) year renewal at the sole discretion of the Airport Director.

c. Proposer Responsibilities

Proposers shall thoroughly examine and become familiar with this RFP, the Proposal forms, the Concession Agreement, and all related documents comprising this RFP and any written Addendum thereto.

It is the responsibility of each Proposer to investigate and be satisfied as to the facts and conditions associated with this RFP prior to submitting a Proposal. The Airport makes no representation or warranties and accepts no responsibility for the accuracy or completeness of any information supplied. Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all proposal matters.

Submission of a Proposal shall constitute an acknowledgment that the Proposer has thoroughly examined and is familiar with this RFP and any Addendum which may be issued. The failure or neglect of a Proposer to receive or examine any RFP documents or Addenda shall in no way relieve Proposer from any obligation with respect to the Proposal or the obligations that result from submitting a successful Proposal. No claim based upon lack of knowledge or understanding of this RFP or its contents shall be allowed.

d. Prohibition Against Lobbying

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

e. Questions, Inquiries and Contact with Airport Staff

The Airport is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of contract, the sole Airport contact is Jeff Tripp, Airport Director, (608) 789-7456, E-mail: trippj@lseairport.com.

The Airport's website (<https://business.lseairport.com/business-opportunities/>) contains all additional information which is available to assist Proposers in responding to this RFP.

All questions from Proposers must be submitted in writing, electronically, to trippj@lseairport.com by 5:00 PM CT on **Thursday, March 28, 2025**. It will be the sole responsibility of the Proposers to ensure questions are submitted in a timely manner. Answers

to questions, other clarifications and/or addendums will be posted to the Airport's web site at <https://business.lseairport.com/business-opportunities/>.

It shall be the Proposer's responsibility to monitor any Addendums that may be issued under and as a part of this RFP. Copies of this RFP, and any Addendum issued, are available for viewing at <https://business.lseairport.com/business-opportunities/>.

Any Addendums issued are to be considered a part of this RFP document. Therefore, receipt of all Addendums issued during this RFP must be acknowledged on the Addendum Acknowledgement Form (Attachment C) and included with your Proposal.

f. Confidentiality

Proposals shall not be returned unless a written request to withdraw is received prior to 2:00 PM, CT, on **Thursday, April 10, 2025**. Information that is considered by a Proposer to be proprietary is still subject to release as a component of an open records request under the Wisconsin Open Records Act subject to review by the City Attorney. Proprietary information should be clearly marked as "confidential" or "proprietary" on each page on which the information appears. Proposers should not expect the Airport to seek confidentiality protection for any claimed privileged or proprietary information in the written Proposal simply because the material is marked "confidential" or "proprietary." For any essential information that the Proposer reasonably believes can be defended as being exempt from disclosure under the Wisconsin Open Records Act, the information must be capable of being separated or redacted from the Proposal and should be clearly and specifically marked.

VII. PROPOSAL PROCESS

a. Submittal Process

The City of La Crosse using the on-line submittal system Demand Star. Proposals shall be submitted through www.demandstar.com and must be submitted by the specified time stated on the Special Instructions page. Late submittals shall not be accepted.

All proposals shall be valid and irrevocable for the sixty calendar (60) days immediately following the date and time listed above. Proposals must be fully completed and signed when submitted. Incomplete or unsigned Proposal Forms will be deemed inconsistent and unacceptable and will not be considered.

b. Additional Requirements for Licensees/Franchisees

Proposers submitting a Proposal to operate a licensed or franchised facility or facilities must independently meet all requirements of the RFP and may not rely on the qualifications of the licensor/franchisor. Additionally, Proposers who are proposing to operate a licensed/franchised facility must provide a letter from the licensor(s)/franchisor(s) granting the rights to operate the license(s)/franchise(s) at the Airport or stating that the terms of the license/franchise

agreement(s) have been agreed upon pending award of the concession space. Upon award of concession, any Proposer proposing a licensed or franchised facility must provide the Airport with an executed copy of the license or franchise agreement.

VIII. SUBMITTAL REQUIREMENTS

The following information shall be submitted in the Proposal, in the specific order outlined below. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal that best communicates the Proposer's financial offer, qualifications and concession program plans. This is your opportunity to clearly define your experience and that of any other members of your team, your financial offer, and the other elements requested below. Please take the time to carefully read and understand the Proposal requirements. Format, organization and content are all important so that the Selection Committee can conduct an accurate and complete review of the Proposal.

Proposals shall be no more than **20 pages**, *excluding* all forms. For the narrative portions of the proposal, the Airport has provided suggested page limits by section. Proposers are free to deviate from these suggestions provided that the Proposal is within the overall limit of 20 pages. (Ten (10) physical pages duplexed for a total of 20 pages of content.)

1) Executive Summary (suggested limit: 3 pages)

The executive summary will list important features of the Proposal and must include a statement demonstrating and certifying that the Proposer meets or exceeds the Minimum Qualifications of this RFP (set forth in Section XII(a), below). Clearly communicate why you believe your company would be the best operator for the Airport Terminal Food, Beverage, and Vending concession. The Executive Summary should also provide a description of any restaurant equipment, power, data, or other reasonable needs of Proposer.

2) Designated Company Point of Contact for this Solicitation (Attachment A)

3) Proposer Certification Form (Attachment B)

4) Addendum Acknowledgement Form (Attachment C)

5) ACDBE Commitment Acknowledgement Form (Attachment D)

6) Brand(s) Proposal (suggested limit: 5 pages)

Proposer shall submit the information in sufficient detail to clearly define the proposed brand(s) that it will operate at the Airport.

a) Product & Merchandising Plan: describe the proposed product categories and brand offerings for the each of the Airport's food, beverage, and vending locations. This includes

product categories (sandwiches, bottled beverages, prepackaged snacks, specialty coffee, etc.) and brand names (if the products are not all under the umbrella of one brand).

7) Management and Operations Plan (suggested limit: 3 pages)

Describe how proposer will provide a first-class concession operation for Airport passengers, including a description of management and communication practices, employee training standards, and cleanliness and sanitation procedures and standards.

8) Financial Offer

- a) The Proposer's proposed percent of Gross Revenue shall be shown on Attachment E.
- b) Describe how Proposer will seek to maximize revenues at the Airport. Provide examples of year-over-year concession revenue growth at other airports at which Proposer has operated.
(suggested limit: 2 pages)

9) Experience of the Proposer (suggested limit: 5 pages)

Describe the Proposer's specific experience with the ownership, management and operation of a Food, Beverage, and Vending concession operations. Having specific airport experience at a similar size airport(s) as LSE, if applicable, should be emphasized. Proposer's experience description must include (1) a representative list of its Food, Beverage, and Vending concession locations, (2) the period of time it has owned, managed or operated each such location, and (3) how it will meet the goals of this program. Provide a valid and current reference contact familiar with the Proposer's performance for each representative location. Further, please provide (1) a list of contracts where Proposer was terminated including an explanation why, and (2) a list of any past bankruptcies.

**10) Describe ownership structure of the Proposer including franchise or other information.
(suggested limit: 1 page)**

IX. EVALUATION OF PROPOSALS

A Selection Committee will evaluate Proposals and make a recommendation to the Airport as to which Proposer(s) offers the best overall Proposal in its judgment. The Selection Committee and Airport reserve the right to request additional information from Proposers to clarify the meaning of any portion of the written Proposal. Proposers may be required to be interviewed by and make presentations to the Selection Committee. Questions and interviews are at the sole discretion and option of the committee and may not be afforded to any or all Proposer(s).

After the Proposals are reviewed and interviews/presentations completed (if necessary), the Selection Committee will make its selection recommendation to the Airport. After the recommendation is made, the Airport will determine which Proposal(s), if any, will be accepted. The Airport reserves the right to accept or reject any committee recommendation. Following the acceptance of a proposal, the selected Proposer and the Airport must execute a Concession Agreement prior to the start of any work for which the City or Airport would be obligated.

a. Minimum Qualifications

In order to be considered responsive to this RFP, Proposers must meet the qualifications specified in this Section (the "Minimum Qualifications"). At the Airport's sole discretion, satisfaction of these minimum qualifications is subject to further investigation and validation. All Minimum Qualifications must be documented on the Proposer Certification Form which is attached hereto as **Attachment B**. The Minimum Qualifications are:

- 1) Submit a complete Proposal, meaning:
 - a. All forms included in this RFP are completed entirely and accurately.
 - b. Acknowledge all Addendums which may be issued as a part of this solicitation in the form specified by the Airport.
 - c. Proposal documents must be submitted as directed including any revised or additional forms which may be issued by Addendum.
- 2) Proposer must possess five (5) or more years of continuous experience within the last seven (7) years in the ownership, management, or operation of a Food, Beverage and Vending concession at an airport similar in size or larger than La Crosse or comparable off-airport venues. ***While previous airport concession experience is preferred, it is not required.***
- 3) Proposer must certify that it is financially capable of performing the Concession Agreement.
- 4) Provide proof of authorization to conduct business in the State of Wisconsin; and

- 5) Provide proof of possessing all applicable licenses, certificates, permits or other authorizations required by all governmental authorities having jurisdiction over Proposer’s proposed operation.

If a joint venture, partnership or limited liability company (LLC) submits a Proposal, the entity holding a controlling interest in the joint venture, partnership, or LLC, (for example, majority voting rights in company decisions), must meet the Minimum Qualifications in order to be considered for award of the Concession Agreement. If no single entity holds a controlling interest, then each entity in a group of entities comprising a controlling interest must meet all of the Minimum Qualifications for the joint venture, partnership, or LLC to be considered for award of the Concession Agreement.

Proposer is expected to have the financial ability to move forward with the work, however, Proposer’s financials will not be required as part of the Proposal. Upon inspection of the Proposals, Airport reserves the right to request any and all financial material it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit.

b. Scoring and Ranking

Proposals will be ranked from highest to lowest based on the total point scores received in each category as follows:

Category	Points
Business Experience and Qualifications <ul style="list-style-type: none"> • Experience successfully operating and managing food, beverage, and vending concessions of similar scale at a comparable airport(s) or comparable off-airport venues. • Experience with the specific brand(s) proposed. 	25
Financial Considerations <ul style="list-style-type: none"> • Financial benefit to the Airport based upon projected sales performance and proposed percentage fee. • Demonstrated ability to increase F&B and vending concession revenue year-over-year. 	25
Management and Operations Plan <ul style="list-style-type: none"> • Demonstrated understanding of the unique demands of operating in the airport environment. • Procedures and standards expressed represent a first-class concession experience. 	25
Brand Proposal <ul style="list-style-type: none"> • Proposed brand(s) is highly recognized and regarded by the Airport’s passenger demographic. • Merchandising mix satisfies the range of passenger needs. 	20
Overall Proposal Quality and Completeness of Information Provided	5
Total Points	100

X. INSURANCE

The Selected Proposer shall agree that it will, at all times during the term of the Concession Agreement, keep in force and effect insurance policies required by the Concession Agreement as noted below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Airport. Such insurance shall be primary.

Prior to execution of the written Concession Agreement, the Selected Proposer shall furnish the Airport with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the Agreement.

XI. RIGHTS OF THE AIRPORT

The Airport reserves the right to reject all, or portions of any or all, proposals. The Airport may, at its sole discretion, withdraw this RFP with or without issuance of replacement RFP, re-advertise, extend deadlines, waive irregularities and technicalities, award contracts to more than one proposer, or modify or amend any and all provisions herein. The Airport will not pay for any information herein requested, nor is it liable for any costs incurred by the participating proposer.

The Airport reserves the right to extend the RFP submittal date if needed. All changes and/or clarifications will be distributed to all those indicating interest in this RFP in the form of addenda. Any award as a result of this procurement shall be contingent upon the execution of an appropriate Concession Agreement.

This RFP does not obligate the Airport to enter into a Concession Agreement or pay any costs incurred in the preparation of a Proposal pursuant to this RFP or incurred in subsequent negotiations.

XII. PROPOSAL ATTACHMENTS AND RFP EXHIBITS:

Attachments to the Proposal to the Proposal (to be returned with Proposal)

- Attachment A.....Designated Company Point of Contact for this Solicitation
- Attachment B.....Proposer Certification Form
- Attachment C.....Acknowledgement of Addendum
- Attachment D.....Commitment Acknowledgement for ACDBE
- Attachment E.....Financial Consideration

RFP Exhibits – For Information Only (Not to be returned with Proposal)

- Exhibit A Map of Restaurant and Vending Locations
- Exhibit B Food, Beverage and Vending Concession Agreement

ATTACHMENT A

To be returned with Proposal

Proposer Name: _____

DESIGNATED COMPANY POINT OF CONTACT FOR THIS SOLICITATION

The person or persons listed below should include those designated by the Proposer as being the authorized company point(s) of contact. The person or persons listed below should be qualified and authorized to provide, or arrange to be provided, any additional information which may be requested, or answer any questions regarding the Proposal submittals.

Name _____

Title _____

Company _____

Phone Number(s) _____

Mailing/Parcel Delivery
Address _____

Email Address _____

ATTACHMENT B

To be returned with Proposal

Proposer Name: _____

PROPOSER CERTIFICATION FORM

The Proposer hereby acknowledges that it has received, examined and is familiar with the Request for Proposals and attached Concession Agreement, documents, forms and addendum.

The Proposer hereby certifies that the Proposer meets or exceeds the Minimum Qualifications of this RFP.

The person signing this document hereby certifies that he or she has the full authority to bind the company to all terms and conditions and is duly authorized and designated to execute this Proposal and other documents required pursuant to this solicitation.

Proposer Entity: _____

By: _____

Title: _____

Name: (Typed or printed) _____

(Attach additional sheets if needed)

Dated: _____

ATTACHMENT C

To be returned with Proposal

Proposer Name: _____

ACKNOWLEDGMENT OF ADDENDA

This form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered non-responsive.

The undersigned acknowledges receipt of the following Addenda to the documents:

Addendum No. _____ , Dated _____

Addendum No. _____ , Dated _____

Addendum No. _____ , Dated _____

Addendum No. _____ , Dated _____

Addendum No. _____ , Dated _____

Addendum No. _____ , Dated _____

Authorized Signature: _____

Printed Name & Title: _____

Date Signed: _____

ATTACHMENT D

To be returned with Proposal

Proposer Name: _____

COMMITMENT ACKNOWLEDGEMENT FOR ACDBE

Proposers wishing to receive consideration for ACDBE participation shall include in this section the name and address of each ACDBE participant, the participant’s proposed level and method of participation in performance of the Concession Lease, and the dollar amount of estimated purchases of goods and services for each ACDBE participant. The selected Proposer shall agree to perform Good Faith Effort to assist the Airport in reaching its goals.

Proposer is a WDOT Certified ACDBE: YES NO

Please provide the following:

- 1) Names and address of WI certified ACDBE firms and suppliers that will participate in the concession.
- 2) A description of the work that each WI Certified ACDBE will perform.
- 3) The dollar amount of the participation of each WI Certified ACDBE firm participating.

In order to be considered, the ACDBE must be certified in the State of Wisconsin.

A current list can be found at: <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

Name & Address of WI Certified ACDBE Firm	Description of Work or Goods & Services to be Purchased	Dollar Amount of Participation

ATTACHMENT E

To be returned with Proposal

Proposer Name: _____

FINANCIAL CONSIDERATION

PROPOSAL OF PERCENT OF GROSS REVENUE (PGR)

Concession Subtype	Minimum % Rent Bid Range	Concession PGR Offer
Prepared food and non-alcoholic beverages	10% of gross receipts	_____%
Alcoholic beverages	15% of gross receipts	_____%
Merchandised and pre-packaged food/beverages	7% of gross receipts	_____%
Coin Operated Vending Machines	7% of gross receipts	_____%
Coin Operated Amusement Machines	40% of gross receipts	_____%

EXHIBIT A RESTAURANT AND VENDING LOCATIONS

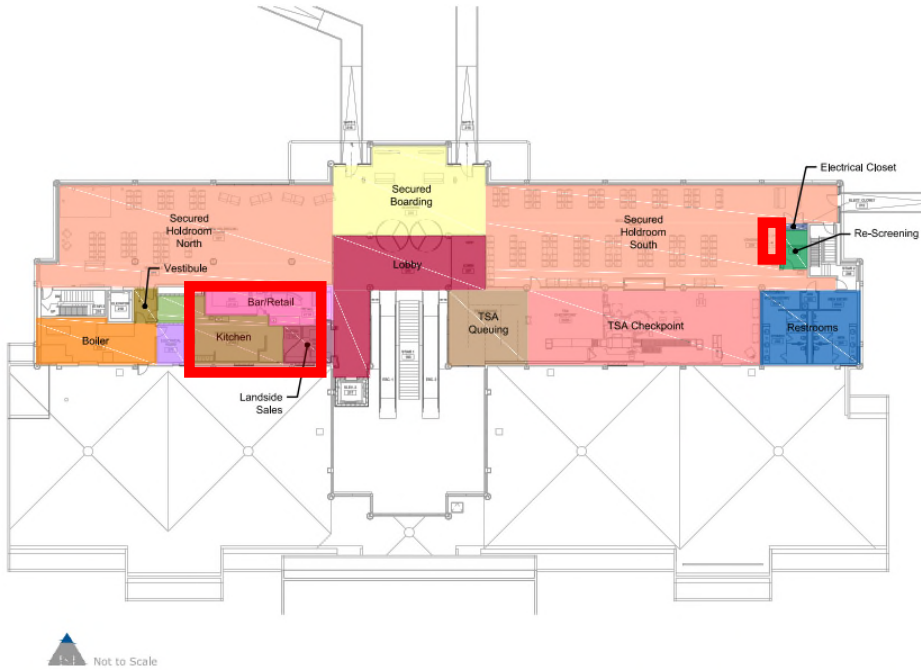


Figure 1-9: Terminal Second Floor Plan

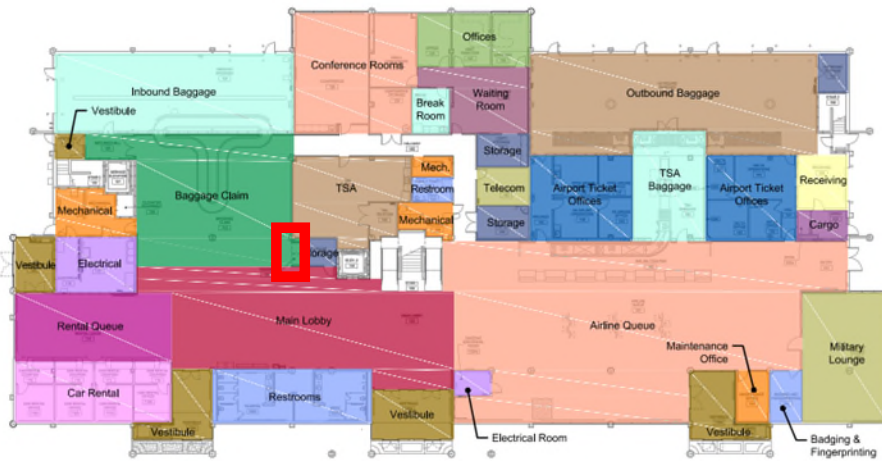


Figure 1-8: Terminal First Floor Plan



EXHIBIT B
FOOD, BEVERAGE, AND VENDING CONCESSION AGREEMENT

La Crosse Regional

A I R P O R T



CONCESSION AGREEMENT

EXCLUSIVE RESTAURANT, NEWS AND GIFT CONCESSION,
AND VENDING SERVICES

at

La Crosse Regional Airport
La Crosse, Wisconsin

between

City of La Crosse

and

(Company)

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SAMPLE

CONCESSION AGREEMENT
La Crosse Regional Airport
La Crosse, Wisconsin

THIS CONCESSION AGREEMENT ("**Agreement**"), is made and entered into effective this _____ day of _____, 2025, by and between the **City of La Crosse**, (hereinafter referred to as "**City**"), a Wisconsin municipal corporation with offices located at 400 La Crosse St., La Crosse, Wisconsin 54601, and "**_____**", (hereinafter referred to as "**Company**"), a _____ corporation with offices located at _____, and a mailing address of _____.

RECITALS

WHEREAS, City controls, owns, operates, and maintains an airport in the City of La Crosse, County of La Crosse, State of Wisconsin, known as La Crosse Regional Airport (hereinafter referred to as "**Airport**"), and has the power to grant certain rights and privileges with respect thereto, and

WHEREAS, City and Company desire to enter into this Agreement for Company to operate and maintain a restaurant, news, and gift concession, and vending at the Airport Terminal pursuant and subject to the terms and conditions contained in this Agreement.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual and dependent promises set forth herein, the parties hereby agree as follows:

TERMS OF AGREEMENT

SECTION 1 – INCORPORATION BACKGROUND RECITALS

The background Recitals set forth above are true and correct statements of fact and are hereby incorporated into this Agreement by reference.

SECTION 2 – DEFINITIONS

As used in this Agreement, the following defined terms shall have the meaning specified below:

"**ACDBE**" shall mean Airport Concession Disadvantaged Business Enterprise as that term is defined by 49 CFR Part 23.

"**Airport Director**" shall mean the Airport Director of the City's Airport, or his or her designee.

"**Airside Area**" shall mean that area beyond the security checkpoint which requires either a badge or airline ticket.

"**Aviation Board**" shall mean the Board which functions as an advisory board to the Common Council relating to the operations of the La Crosse Regional Airport.

"**City**" shall mean the public body corporation existing under the laws of the State of Wisconsin which controls, operates, and maintains the Airport. The Aviation Board is authorized as agent for City within this Agreement.

"Common Council" shall mean the city council for the City of La Crosse.

"Expendables" shall mean those items utilized by the Company in the conduct of their business, including but not limited to, napkins, condiments, and serving wear.

"Gross Receipts." Refer to Subsection 7.2.

"Landside Area" shall mean the public area prior to the security checkpoint which does not require a badge or airline ticket to be present.

"Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Permitted Premises, and which cannot be removed without material damage to the Premises.

"Non-secure Area" shall mean the Landside Area for which security protocols are not required.

"Personal Property" shall mean all movable property of the Company not directly related to the retail operations of the privileges granted hereunder, including office furniture, office equipment, and office supplies.

"Privilege Fee." Refer to Subsection 7.1.

"Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Permitted Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.

"Secure Area" shall mean the Airside Area for which Transportation Security Administration ("TSA") and Airport security protocols are in effect.

"Sterile Area" shall mean that area of the Secure Area in which prohibited items are forbidden or must be controlled per the TSA.

"Terminal Building" shall mean the terminal building at the Airport.

"Terminal Rehabilitation Project" shall mean a complete rehabilitation of the Terminal Building which will provide for the Concession space defined herein.

"Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Permitted Premises, including cash registers, safes, patron tables and chairs, display fixtures, and the like.

SECTION 3 – PURPOSE AND DESCRIPTION OF PREMISES

Subsection 3.1 Purpose.

City will provide to Company certain space, (hereinafter collectively referred to as "Permitted Premises"), for Company to operate and maintain: 1) a full-service restaurant, 2) a news and gift concession; and 3) vending services, all located within the Terminal Building as designated on Exhibit A, which is attached hereto and incorporated herein by this reference. At the termination of this Agreement said space shall be returned to the same condition as existed prior to entering into this Agreement, ordinary wear and tear excepted.

Subsection 3.2 Description of Premises.

As designated on Exhibit A, the Permitted Premises contain the following square footage of space:

- a) Within the Secure Area of the Terminal Building, the Permitted Premises shall consist of approximately nine hundred sixty-eight (968) square feet of concession space.
- b) Within the non-secure area of the Terminal Building, the Permitted Premises shall consist of approximately one hundred ninety-four (194) square feet of concession space.

SECTION 4 - TERM

Subsection 4.1 Term.

The term ("Term") of this Agreement is for a five (5) year period commencing upon **August 1, 2025**, and terminating on **July 31, 2030**.

Subsection 4.2 Renewal.

This Agreement is subject to a five (5) year renewal at the sole discretion of the Airport Director. Notice of the Airport Director's intention to renew the Agreement will be provided to Company within one hundred eighty (180) days of the end of the Term.

SECTION 5 – USES, PRIVILEGES, AND OBLIGATIONS

Subsection 5.1 Uses, Privileges, and Obligations.

The Company shall have the following uses, privileges, and obligations in connection with its use of the Permitted Premises as and for 1) a full-service restaurant, 2) a news and gift concession; and 3) vending services.

- a) Merchandise. The right, privilege, and obligation to sell food, beverages, news, gifts, and general merchandise in accordance with the terms and conditions contained in this Agreement. The Airport may, from time to time and at its sole discretion, reasonably request the Company to offer for sale other items that the Airport determines necessary to serve the traveling public or to reasonably request the Company to expand items offered for sale.
- b) Additional Items. The right to provide for the sale of any merchandise item related to Company's privileges herein that the Airport from time to time determines necessary.
- c) Signs. The right to install and maintain appropriate signs in or upon the Permitted Premises and the Terminal Building, provided that the design, installation, and maintenance of any and all signs shall be subject to the provisions of Section 15 of this Agreement and shall require the prior written approval of the Airport Director.
- d) Ingress and Egress. The rights of ingress to and egress from the Permitted Premises over Airport roadways, including the private drives surrounding the Terminal Building, subject to such rules and regulations now in existence or as may reasonably be established from time to time by Airport Director respecting such use, and subject to applicable law.
- e) Employee Parking. The right for Company's employees, in common with other employees of tenants of the Terminal Building, to use vehicular parking spaces provided by City, subject to the payment of reasonable charges for such parking spaces, as set by the Airport Director.

- f) Office and Storage Space. Office and storage space may be utilized in the Permitted Premises. Company shall keep office space to an absolute minimum.
- g) Airport Concession Disadvantaged Business Enterprise Program
1. This provision obligates the Company for the period during which the property is owned, used, or possessed by the Company and the Airport remains obligated to the Federal Aviation Administration ("FAA"). This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
 2. The Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.
 3. As requested by the City, the Company shall provide annual ACDBE information.
 4. Company shall utilize ACDBE suppliers to the extent they are available in the State of Wisconsin. If certified ACDBE's are unavailable, Company shall work with City, in a good faith effort, to identify possible supplies which may be interested in becoming a certified ACDBE. Should a utilized certified ACDBE become unable to perform, Company shall attempt to replace said certified ACDBE in a timely manner. Company shall document all ACDBE participation in a manner acceptable to City, in accordance with the City's ACDBE program, including dollar value of supplies purchased (gross receipts) and type of business operation.

SECTION 6 - RESTRICTIONS ON USES AND PRIVILEGES

Subsection 6.1 Use of Premises.

The Permitted Premises shall be used only for the purposes specified in this Agreement. Company shall not at any time during the term of this Agreement leave the Permitted Premises vacant without the prior written consent of the Airport Director.

Subsection 6.2 Conflicts with Other Concessions.

Notwithstanding the provisions of Section 5, Company specifically understands and agrees that, in the event of a conflict between Company and any other lessee or concessionaire in the Terminal Building as to specific items to be sold or services to be provided by respective concessionaires or lessees, Airport Director shall have the final decision as to which product or service may be sold or provided by each concessionaire or lessee and Company agrees to be bound by such decision; provided, however, that the Airport Director's decision shall be consistent with the intent of Section 5 and Subsection 6.2 herein.

Subsection 6.3 Coin Operated Amusement or Vending Machines.

- a) The installation or use of coin-operated or similar amusement machines or vending machines by Company in or upon the Permitted Premises is subject to the written approval of the Airport Director, which shall not be unreasonably withheld or delayed.
- b) Company is responsible for installing, operating, maintaining, repairing, and stocking all Vending Machines. Company must install credit card processing on bottled beverage and snack vending machines at its sole expense. **Credit card processing must include acceptance of VISA and MasterCard credit cards. Cash option is required.** Product prices for credit card transactions

must be the same as product prices for cash transactions. Company shall be responsible for all communication wire runs and associated line charges. Company shall be solely responsible for all associated fees, and such fees may not be deducted from the gross revenue subject to commission.

- c) All Vending Machines, except Coin Operated Amusement Machines, must be newer models not more than eighteen (18) months old at the commencement of this Agreement and at no time more than five (5) years old at any point within the term of this Agreement. The style, technology, vending capacity, and layout of these devices will be subject to advanced written approval from Airport Director prior to installation of the machines. Once initially installed, any changes, alterations, additions, or modifications to Company's Vending Machines on the Permitted Premises shall require advanced written approval from the Airport Director. Any and all costs associated with the Vending Machines, including but not limited to, the physical structure, installation, placement, advertising, maintenance, repair, removal, and restocking shall be the sole cost of Company.
- d) Company agrees to charge prices that are reasonable and comparable to prices charged for similar items in similar facilities in the La Crosse area. Company will ensure that all merchandise available for sale will be sold to the traveling public and other consumers at reasonable and competitive prices and in *no event greater than twenty-five percent (25%)* above similar facilities. Airport Director reserves the right to determine similar facilities.

Subsection 6.4 Prohibited Items.

The merchandise listed below may not be sold.

1. Candy not prepackaged (bulk)
2. Items prohibited by law

SECTION 7 - PRIVILEGE FEES AND ACCOUNTING RECORDS

Subsection 7.1 Privilege Fee.

- a) Privilege Fee. As consideration for the privilege of operating the concession hereunder, Company shall pay to City, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the Privilege Fee applicable to Gross Receipts, hereinafter defined, as follows:
 1. Prepared food and non-alcoholic beverages. The Privilege Fee to be applied to Gross Receipts, as hereinafter defined, of Company and including each subcontractor separately, shall be as follows: **ten percent (10%)**.
 2. Alcoholic beverages. The Privilege Fee to be applied to Gross Receipts, as hereinafter defined, of Company and including each subcontractor separately, shall be as follows: **fifteen percent (15%)**.
 3. Merchandise and pre-packaged food and beverages. The Privilege Fee to be applied to Gross Receipts, as hereinafter defined, of Company and including each subcontractor separately, shall be as follows: **seven percent (7%)**.
 4. Coin Operated Amusement or Vending Machines. The Privilege Fee to be applied to Gross Receipts, as hereinafter defined, of Company and including each subcontractor separately, shall be as follows: **seven percent (7%)** of its vending machine "Gross Receipts" and **forty**

percent (40%) of its Coin Operated Amusement Machines "Gross Receipts".

Subsection 7.2 Definition of Gross Receipts.

As used herein, the term "Gross Receipts" shall include all revenues rendered from the sale of merchandise, services, or goods, whether delivered on or off the Airport, and whether paid for in cash, credit or other tender, and regardless of when or whether paid for or not, except only as explicitly excluded hereunder. The following items may be excluded from Gross Receipts but shall be reported in both monthly and annual reports:

- a) Federal, state, county, and municipal sales taxes or other taxes separately stated and collected from customers.
- b) Receipts from the sale of or the trade-in value of any Trade Fixtures.
- c) Receipts from, or the sale of, any supplies or equipment to another operation or affiliate of Company, whether or not located at the Airport, provided such sale is incidental to and not made for the purpose of circumventing the fee provisions of this Agreement.
- d) Receipts in the form of refunds from or the value of merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers.
- e) Receipts from the sale of uniforms or clothing to Company's employees where such uniforms or clothing are required to be worn by said employees.

Except as set forth above, if any charge for any of the merchandise, services, or goods provided hereunder is not assessed, charged, or collected, irrespective of the reason therefore, other than in the event of stolen goods, the proper amount of such charge shall, nevertheless, be included in the term "Gross Receipts" as the same is used in this Section. Further, no deduction shall be made from Gross Receipts by reason of any credit loss, charge, or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

Subsection 7.3 Payment of Privilege Fee.

Said Privilege Fee shall be payable without demand by the twentieth (20th) day of each calendar month, throughout the term of this Agreement.

Subsection 7.4 Statements, Books, and Records; Delinquent Rentals.

- a) Monthly Statements, Books and Records. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Company shall submit in such detail and form as may reasonably be specified by Airport, certain information, including but not limited to, a statement of its Gross Receipts and number of transactions by product category during the preceding month upon which the Privilege Fee payments to City as set forth in Section 7 are to be computed, with said statement to be signed by a senior financial officer of Company stating that in his or her opinion the Privilege Fee paid by Company to City during the preceding month pursuant to this Agreement were made in accordance with the terms of this Agreement. City reserves the right to change the form of the monthly statement and to require the submission by Company of other information pertaining to the Gross Receipts, and Company agrees to change the form of its statements to that requested by City and to provide any such additional information as City may reasonably request. Company shall keep full and accurate books and records showing all of its Gross Receipts by product category, and Airport shall have the right, through its representatives and at reasonable times at the Airport or City facilities, at its own expense, to inspect, examine, copy and audit such

books and records, including State of Wisconsin sales tax return records. Company hereby agrees that all such books and records will be made available to Airport or the City for at least seven (7) years following the period covered by such books and records.

- b) Annual Certified Statements. Within sixty (60) days after the close of each annual contract period hereof, Company shall provide to Airport a written statement certified by an independent Certified Public Accountant (“CPA”) who shall furnish a written report stating that in their opinion all required payments paid by the Company to the City during the preceding contract year pursuant to this Agreement were made in accordance with the applicable terms of this Agreement; such statement shall also contain a list of the monthly payments which were used to compute the Privilege Fee payments as shown on the books and records of the Company which were made to the City during the period covered by the statement. *Failure to submit the independent CPA report may result in the termination of this Agreement.*
- c) Delinquent Rentals and Fees. Without waiving any other right or action available to City in the event of default in the payment of charges or fees payable to City, pursuant to this Agreement, Company shall pay to City a late payment fee of Two Hundred Fifty Dollars (\$250.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 7.5 Audit.

City reserves the right to audit Company's books and records pertaining to this Agreement, at its own expense except as otherwise provided in this Agreement, at any time and made available at the Airport or City facilities for the purpose of verifying the Gross Receipts and Privilege Fee calculation for any period three (3) years prior to such audit. If, however, as a result of such an audit, it is established that Company has understated the Gross Receipts received from all operations at the Permitted Premises by three percent (3%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Company. Any additional Privilege Fee due shall forthwith be paid by Company to City with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

SECTION 8 - INITIAL MINIMUM INVESTMENT (RESERVED)

SECTION 9 - INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF PREMISES

Subsection 9.1 - Building Services

- a) City Improvements and Services. City shall initially insure and provide occupancy of the Permitted Premises to Company with said Permitted Premises meeting all federal, state and local code requirements for the operation of a restaurant, news and gift concession, and vending services. City shall provide and maintain the following: water, sewer, general lighting, electrical power, and heating and air-conditioning for the Terminal Building. If Company requires additional lighting, electrical power, water, telephone service, communication system, or adjustments to the heating and air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Airport Director, and any such approved improvements or services shall be made at Company's expense.

Subsection 9.2 - Approval of Plans and Specifications; Provision of Drawings.

- a) General. Any improvements to be made to or upon the Permitted Premises by Company, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Airport Director, which shall not be unreasonably withheld or delayed. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Airport Director before any work or construction commences, which shall not be unreasonably withheld or delayed. First-class standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Airport Director as established for each improvement program. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director and the City for review prior to commencement of construction; after final approval by Airport Director and the City, the City shall return to Company one (1) approved copy for Company's records and shall retain one (1) approved copy as an official record thereof.
- b) Improvements Compliance with Law. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Company, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, rules and regulations, and public bidding laws. Any approval given by City shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Company.
- c) Approvals Extend to Architectural and Aesthetic Matters. Approval of City shall extend to and include architectural and aesthetic matters and City reserves the right to reasonably reject any layout or design proposals submitted and to require Company to resubmit any such layout or design proposals until they meet City approval.
- d) Disapprovals. In the event of disapproval by City of any portion of any plans or specifications, Company shall promptly submit necessary modifications and revisions thereof for approval by City. City agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by City, and no alterations or improvements shall be made to or upon the Permitted Premises without the prior written approval of the City.
- e) Provision of As-Built Drawings. Upon completion of any construction project, Company shall provide City two (2) completed sets of as-built drawings in reproducible form as specified by City. Company agrees that, upon the request of City, Company will inspect the Permitted Premises jointly with City to verify the as-built drawings.

Subsection 9.3 - Video and Audio System.

Company may install video equipment in its Permitted Premises in accordance with plans and specifications to be submitted to the City but shall not install any paging or audio system within the Permitted Premises without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Company may utilize the airport digital monitor system or televisions system at pre-determined rates upon approval of the Airport Director. In the event the Airport lacks capacity for accommodating Company in its digital monitor system, Company may contract for video services through a third party at its sole expense. In no circumstances shall Company's use of a digital monitoring system, video services, or paging or audio system interfere or conflict with Airport operations.

SECTION 10 - TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 10.1 Title.

All improvements made to the Permitted Premises by Company, and any additions and alterations thereto made by Company, shall be and remain the property of Company until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements including Furniture and Equipment (such as cooking equipment and cooking fixtures), except for other Trade Fixtures, personal property, and expendables/consumables, shall become the property of City, at no cost to City.

Subsection 10.2 Structural Alterations.

Company shall make no structural alterations to the Permitted Premises without the prior written consent of Airport Director.

Subsection 10.3 Alterations and Improvements to Airport.

Company acknowledges that from time-to-time City may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Terminal Building which may temporarily affect Company's operations. Company agrees to accommodate City in such matters, even though Company's own activities may be inconvenienced, and Company agrees that no liability shall attach to City, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of City substantially impair the operations of Company under this Agreement, the Privilege Fee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by Airport Director after consultation with Company. Company agrees that if relocation is required that Company shall move its operations as reasonably directed by Airport Director and said move is at City's sole reasonable cost and expense.

Subsection 10.4 Removal and Demolition.

Company shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Permitted Premises without the prior written consent of the Airport Director who may, at his/her sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an Improvement specified in such consent.

SECTION 11 - MAINTENANCE OF PREMISES

Subsection 11.1 Airport Maintenance Obligations.

- a) General Maintenance and Operation. City agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith.
- b) Structural Maintenance. City shall provide, or cause to be provided, structural maintenance of the Terminal Building and shall provide, or cause to be provided, the washing of all windows (on the outside of the Terminal Building only) in the Permitted Premises at periodic intervals.
- c) Maintain Access. City shall, throughout the term of this Agreement, maintain all Airport-owned roads on the Airport giving access to the Terminal Building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal Building over said road at all times. City reserves the right to reasonably restrict access to the Terminal Building for deliveries during peak activity periods by giving thirty (30) days' notice of such restrictions.

Subsection 11.2 Company's Maintenance Obligations.

- a) Company's General Obligations. Except for maintenance of the Terminal Building, as provided in Subsection 11.1, Company shall be obligated, without cost to City, to maintain the Permitted Premises and every part thereof in good appearance, repair, and safe condition. Company shall maintain and repair all Leasehold Improvements on the Permitted Premises and all furnishings, fixtures, and equipment therein, whether installed by Company or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Airport Director.
- b) Preventive and Routine Maintenance Programs. Upon the execution of this Agreement, Company shall establish a reasonable preventive and routine maintenance program, the provisions of which shall be subject to the approval of and periodic review by the Airport Director. Company shall from time to time, upon request, provide the Airport Director a written schedule of Company's cleaning and maintenance program.
- c) City Sole Judge of Maintenance. City shall be the sole judge of the quality of maintenance. City or its authorized agents may, during Company's working hours and without notice, enter upon the Permitted Premises to determine if maintenance satisfactory to City is being performed. If it is reasonably determined that said maintenance is not satisfactory, City shall so notify Company in writing. If said maintenance is not performed to City standards by Company within fifteen (15) days after receipt of written notice, City or its agents thereafter shall have the right to enter upon the Permitted Premises and perform the maintenance therefore and Company agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.
- d) Routine Refurbishment. On or about the commencement of each contract year, representatives of City and Company shall tour the Permitted Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Permitted Premises in first-class condition, and Company shall promptly undertake such refurbishment at its sole cost and expense. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of public areas within the Permitted Premises, including the replacement or repair of worn carpet, countertops, tile, furniture, furnishings, fixtures, or finishes.
- e) Hazardous Conditions. Upon discovery, Company shall immediately give oral notice to City of any hazardous or potentially hazardous conditions in the Permitted Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Permitted Premises shall be corrected immediately upon receipt of oral notice from the Airport Director. At the direction of the Airport Director, Company shall close the Permitted Premises until such hazardous or potentially hazardous condition is removed.
- f) Maintenance Personnel and Program. Company agrees to employ sufficient personnel, and provide necessary equipment, to keep the Permitted Premises and all furniture, furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition.
- g) Health and Sanitary Regulations. Company shall comply with all health and sanitary regulations adopted by all applicable governing bodies and all rules and regulations promulgated by the City. Company shall give access for inspection purposes to any duly authorized representatives of such governing bodies and to the Airport Director. Company shall provide City with copies of all

inspection reports, within 48 hours of receipt.

- h) Trash and Refuse. City shall provide, at no cost to Company, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Permitted Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Company shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor. Company shall provide a grease container for its operations. Grease containers will be positioned within the Airport provided refuse storage area.
- i) Transporting Trash and Refuse. In transporting trash and refuse from the Permitted Premises, Company shall ensure that trash is not strewn around while taking refuse to the dump site. Such disposal shall take place during hours as may be approved by the Airport Director.
- j) Grease Traps, Line Maintenance, and Exhaust Fan Maintenance. Company shall follow industry accepted practices in the maintenance of grease traps and exhaust fans and shall keep both in a working and clean manner. Company shall prohibit the release of grease into the City's drain lines and shall be responsible for the cost of any fines or damages, mitigating any damages or cleaning charges resulting from Company's release of said grease. Company shall undergo routine maintenance and cleaning of ventilation systems to avoid long term buildup of grease.

SECTION 12 - LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 12.1 Construction Surety Bond.

Company shall not allow any liens or encumbrances to be attached to the Permitted Premises. Prior to the commencement of any construction or alteration hereunder which exceeds \$10,000 in cost, Company or its contractor shall furnish to City, and without expense to City, a surety bond, issued by a surety company licensed to transact business in the State of Wisconsin and satisfactory to and approved by City with Company's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses, or damages arising there from.

Subsection 12.2 Compliance with FAA Regulations and Security Requirements Parts 49 CFR Part 1452 and 14 CFR Part 139.

Company agrees to comply with FAA Regulations, and 1452 (Airport Security) and the City's policies as outlined in City's FAA approved Operations Plan and Airport Security Plan. Company further agrees that any fines levied upon the City or Company through enforcement of these regulations because of acts by Company's employees, agents, or suppliers, shall be borne by Company to the extent said acts contributed to said fines. Company shall maintain a written training program for employees relative to security procedures.

SECTION 13 - OPERATION OF PERMITTED PREMISES: HOURS AND DELIVERIES

Subsection 13.1 Hours of Operation.

- a) Company shall actively operate its location in the Permitted Premises and shall use a business-like operation therein.
- b) The Permitted Premises shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights departing from the Terminal Building will be accommodated and, at a minimum, must open at least one (1) hour prior to the first regularly scheduled daily departure and close no earlier than fifteen (15) minutes after the last regularly scheduled flight has departed.
- c) The Permitted Premises shall be open to serve the public, at a minimum Monday through Friday, between 11:00 AM and 1:00 PM to provide service to support the adjacent business park and the residential areas in the vicinity of the airport.
- d) In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished.
- e) Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands, published airline operating schedules, and scheduled large charter operators using the Terminal Building.
- f) Company may advise the Airport Director of Company's analysis of the optimum arrangements, but the final determination shall be made by the Airport Director based on their analysis of necessary service to the public.
- g) No facilities shall be blocked off or closed at any time during the approved hours of operation, except that the facilities may temporarily be closed for required employee breaks, including but not limited to lunch and dinner breaks.

Subsection 13.2 Delivery of Goods.

Company shall arrange for the timely delivery of all goods, stock, and supplies, at such times, in such locations(s), and by such routes as reasonably determined by City. Company shall abide by all TSA requirements for movement of goods between the Sterile Area of the Terminal Building.

Subsection 13.3 Cash and Record Handling Requirements.

- a) General. Company shall at all times observe cash and record handling procedures and maintain cash and record handling systems in accordance with written procedures submitted to and approved by the City. City and Company agree that such written procedures may be revised from time to time, as mutually agreed upon by Company and City, upon the advent of generally accepted technological changes. The agreed-upon cash and record handling procedures and required systems shall be incorporated in the written policy and rules and regulations of Company that cover the accounting and handling of all sales and services transactions related to this Agreement.
- b) Shopping Service. City shall have the right at its cost to monitor and test all of Company's services by a responsible shopping service.
- c) Failure to Use Required Procedures and Systems. Where customer sales have not been recorded because of failure by Company to comply with Subsection 13.3 a), Company shall pay to City the amount which would have been due City, plus one and one-half percent (1.5%) per month of any deficiency for each month that sales were not recorded. City shall have the right to make, through a qualified shopping service, a reasonable estimate of the losses, where they can be reasonably and realistically estimated.

Subsection 13.4 Utilities.

- a) City shall provide the Permitted Premises with heat and air-conditioning to keep the Permitted Premises at reasonable temperatures for the conduct of Company's activities.
- b) City shall provide electricity to the Permitted Premises by means of wiring installations, and Company shall make such connections as required and permitted by building code. At no time shall Company's use of electric current exceed the capacity of the wiring installation in place.
- c) Company shall be provided with a separate gas service, with connections available for all equipment. Company shall be responsible to pay for the monthly expense of the gas service used at the Permitted Premises.

SECTION 14 - QUALITY AND CHARACTER OF SERVICE

Subsection 14.1 Merchandising Plan.

The Company shall, upon written demand from the City cease selling any item that the City shall determine is objectionable for sale or display at the Airport and immediately remove such item from its inventory and not thereafter offer such item for sale at the Airport. The Company may from time to time add or delete items from its merchandise offerings provided that additions shall be consistent with those authorized in this Agreement (Exhibit B) and do not conflict with the rights of other concessionaires at the Airport or rights reserved by the City herein.

Subsection 14.2 Quality of Merchandise.

Company shall offer for sale only high-quality products and those which are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Company by the City of any violation of this provision, Company shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

Subsection 14.3 Pricing.

The Company shall charge prices which are reasonable and comparable to prices charged for similar items in similar facilities in the La Crosse area. Accordingly, the Company agrees to implement a pricing policy which will ensure that all merchandise available for sale will be sold to the traveling public and other consumers at reasonable and comparable prices.

Subsection 14.4 Adult Materials.

All adult materials, as defined by the City, shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to the City's approval. Any other adult materials shall be handled as directed by the City. Company agrees that it will remove from the premises all adult materials which City directs it to so remove and will not attempt to display such type of material again after City orders its removal.

Subsection 14.5 Airport Director's Right to Object.

The Airport Director shall have the right to raise reasonable objections to the condition of the Permitted Premises, the quality and quantity of merchandise, merchandise pricing, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to the Airport Director to be remedied by Company.

Subsection 14.6 Type of Operation.

Company shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Airport Director, does not unduly annoy, disturb, or

offend others at the Airport.

Subsection 14.7 Replacements and Refunds.

Company shall, at all times during the term of this Agreement, and without any additional charge to customers, replace any merchandise determined by said customer to be unsatisfactory, flawed, or defective or shall provide said customer a full refund, therefore.

Subsection 14.8 Credit or Charge Cards.

At all times during the term of this Agreement, and at such locations as designated by City, Company shall accept as payment for goods and services such nationally recognized credit or charge cards (e.g., American Express, Master Card, VISA) as designated by City. Such cards will be accepted as a service to the public and shall not be subject to a minimum charge. Company shall not charge public any additional fee for use of such cards.

Subsection 14.9 Services to the General Public.

Company understands and agrees that its operation at the Airport necessitates the rendering of public services such as making change (without charge), giving directions, and generally assisting the public.

Subsection 14.10 Personnel.

- a) General. Company shall maintain a sufficient number of properly trained personnel to ensure that all customers of Company receive prompt and courteous service. All such personnel, while on or about the Permitted Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Company shall wear appropriate name tags, subject to the approval of the Airport Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Airport Director shall have the right to object to the demeanor, conduct, and appearance of any employee of Company, or any of its invitees or those doing business with it, whereupon Company shall take all steps necessary to remedy the cause of the objection.
- b) Manager. The management, maintenance, and operation of the Permitted Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Company. Company shall cause such manager to be available during normal business hours, and Company will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties.

Subsection 14.11 Advertising.

Intentionally Omitted.

Subsection 14.12 Promotions.

Company shall participate jointly in promotions with the airport including discount offerings, package deals, and community events. Airport sponsored promotions shall be provided to City at cost plus a Five Percent (5%) administration fee, which shall not be subject to gross revenue calculations. Promotions offered to City without charge may be applied towards the obligations of Subsection 14.12.

SECTION 15 - SIGNS AND ADVERTISING

Subsection 15.1 Definition of Signs.

For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, company logos, advertising or promotions, photographs, art displays, and the like.

Subsection 15.2 Right to Install.

Company shall have the right to install and operate upon or in the Permitted Premises and the Terminal Building, and at Company's sole cost and expense, signs containing its name and representing its business. Company acknowledges City's desire to maintain a high level of aesthetic quality in the Terminal Building and in all concession facilities throughout the Terminal Building. Therefore, Company covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Permitted Premises and in the Terminal Building, it will submit to City the size, design, content, and intended location of each and every permanent sign it proposes to install on or within the Permitted Premises or the terminal building, and that no permanent signs of any type shall be installed on or within the Permitted Premises or the Terminal Building without the specific prior written approval of Airport Director as to the size, design, content, and location, which consent shall not be unreasonably withheld or delayed. Handwritten, or hand-lettered signs are prohibited. Notwithstanding any prior written approval, upon written notice from the Airport Director at any time during the term of this Agreement, Company shall install, remove, or modify any signs which the Airport Director reasonably deems necessary or unnecessary for identification or information to the public, passengers, or other Airport users. Failure to require removal of any sign placed on or about the Permitted Premises or the Terminal Building without written permission shall not limit the Airport Director's authority to require removal of any unapproved sign.

Subsection 15.3 Signs and Fixtures Outside Premises.

Company shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Permitted Premises without the express prior written approval of Airport Director. City may provide Company, at no charge, select advertising throughout the terminal on City's digital sign system for the purpose of driving customers to the Company premises.

Subsection 15.4 Removal of Signs.

Upon the expiration or sooner termination of this Agreement, Company shall, if requested by the Airport Director, remove any and all identification signs and similar devices placed by Company on or in the Permitted Premises or the Terminal Building. In the event of the failure on the part of Company to so remove each and every sign as requested by the Airport Director, the Airport Director may perform such work and, upon demand, Company shall pay the cost thereof to City.

SECTION 16 – NON-DISCRIMINATION

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The Company agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements. Refer to **Exhibit C** for further instructions and provisions.

SECTION 17 - INDEMNIFICATION AND INSURANCE

Subsection 17.1 Indemnification.

To the fullest extent allowable by law, Company hereby indemnifies and shall defend and hold harmless, at Company's expense, City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or

administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement and in any manner caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Company, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on City. Company's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligent or willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as City waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Company shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Company's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 17.2 Company to Provide General Liability Insurance.

Company shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the minimum of the following insurance coverage or per the Airport Minimum Standards for insurance:

- a) Commercial General Liability Insurance of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury, and property damage.
- b) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage in excess of coverage carried for commercial general liability and automobile liability.
- c) To the extent that Company employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

Subsection 17.3 Company to Provide Property, Fire and Allied Insurance.

Company, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All property insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the City. Company and City agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of Leasehold Improvements, furnishings, fixtures, and equipment.

Subsection 17.4 Both Company and City to Carry Fire Insurance.

It is understood that both Company and City carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the structural part of the Permitted Premises, permanent improvements and loss of income, (in the case of City) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Company), and said Insurance Coverage authorizes a waiver of subrogation between City and Company, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore,

to the extent that City collects under its Insurance Coverage, City waives any and all claims against Company, its agents, servants, and employees, for loss or damage to City's property resulting from risks included in said Insurance Coverage; and, to the extent that Company collects under its Insurance Coverage, Company waives any and all claims against City, its agents, servants, and employees, for loss or damage to Company's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 17.5 Insurance Certificate.

A certificate evidencing insurance required by Section 17 and listing the City of La Crosse as additional insured, shall be filed with City prior to the commencement of construction, furnishing and equipping of Leasehold Improvements by Company upon the Permitted Premises, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with City. If such Insurance Coverage is canceled or reduced, Company shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

Subsection 17.6 Company Failure to Provide Certificates.

In the event that Company shall at any time fail to furnish City with the certificate or certificates required under this Section, City, upon written notice to Company of its intention so to do, shall have the right to obtain the required insurance, at the cost and expense of Company, and Company agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) thereof for administrative overhead.

SECTION 18 - DAMAGE OR DESTRUCTION OF PREMISES IN TERMINAL BUILDING

Subsection 18.1 Partial Damage.

If all or a portion of the Terminal Building Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered tenantable, the same will be repaired with due diligence by City subject to the limitations of Subsection 18.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent or willful act or omission of Company, its sublessees, agents, or employees.

Subsection 18.2 Extensive Damage.

If the damages referred to in Subsection 18.1 shall be so extensive as to render the Terminal Building untenable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by City subject to the limitations of Subsection 18.4; and, the charges payable herein for the Privilege Fee under Section 7 shall abate from the time of such damage or destruction until such time as the said Permitted Premises are fully restored and certified by City as ready for occupancy; provided, however, that said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent or willful act or omission of Company, its sublessees, agents, or employees.

Subsection 18.3 Complete Destruction.

In the event the Terminal Building are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenable and cannot be replaced for more than

thirty (30) days, City shall undertake the repair, replacement, and reconstruction of said Permitted Premises subject to governing body approval and appropriation; and charges payable herein for the Privilege Fee under Subsection 7, shall abate as of the time of such damage or destruction until such time as the said Permitted Premises are fully restored and certified by the City as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent or willful act or omission of Company, its sublessees, agents, or employees; provided further, however, if within six (6) months after the time of such damage or destruction said Permitted Premises shall not have been repaired or reconstructed, Company may cancel this Agreement in its entirety.

Subsection 18.4 Limits of City's Obligations Defined.

It is understood that, in the application of the foregoing Subsections, City's obligations shall be limited to repair or reconstruction of the Terminal Building to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Company, and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 19 - TERMINATION

Subsection 19.1 Termination by Company.

Company may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Company is not in default in the payment of any fees or charges to City:

- a) The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
- b) The inability of Company to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Company or City, preventing Company from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Company.
- c) The material breach by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such breach for a period of sixty (60) days after receipt from Company of written notice to remedy the same.

Subsection 19.2 Termination by City.

City may cancel this Agreement and terminate all of its obligations hereunder at any time that City is not in default, upon or after the happening of any of the following events:

- a) Company shall file a voluntary petition in bankruptcy; or
- b) Proceedings in bankruptcy shall be instituted against Company and Company is thereafter adjudicated bankrupt pursuant to such proceedings; or
- c) A court shall take jurisdiction of Company and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or

- d) A receiver of Company's assets shall be appointed; or
- e) Company voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Company is involved; or
- f) Any assignment is made by Company for the benefit of its creditors; or
- g) The material breach by Company of any of the covenants or agreements herein contained and the failure of Company to remedy such breach for a period of thirty (30) days after receipt from City of written notice to remedy the same as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, City shall give to Company notice in writing to correct such breach and if such breach shall continue for thirty (30) days after the receipt of such notice by Company, City may, after the lapse of said thirty (30) day period, cancel this Agreement, without forfeiture, waiver, or release of City's rights to any sum of money due or to become due under the provisions of this Agreement.
- h) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Company, for a period of at least thirty (30) days, from its airport operation.

Subsection 19.3 Termination and Reletting.

Should an early termination of this Agreement occur pursuant to the terms of Subsection 19.2 hereof, City shall have the right to re-enter the Permitted Premises, make repairs as necessary, and enter into another agreement for the Permitted Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 19.4 Notice of Termination.

If any of the events enumerated in Subsections 19.1 and 19.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 20 - PROPERTY RIGHTS UPON TERMINATION OR CANCELLATION

Subsection 20.1 Rights Upon Termination or Cancellation.

Upon proper termination or cancellation of this Agreement for any reason except those outlined in Subsections 19.1 and 19.2, City shall have the right to require removal by Company of all Trade Fixtures, personal property, and expendables owned by Company, and as determined by the Airport Director; and Company shall immediately remove such Trade Fixtures, personal property, and expendables. Company shall reimburse City for the cost of any repairs required as a result of Company's removal of said Trade Fixtures, personal property, and expendables. At the request of Company, City may, at its discretion, take title to any or all such Trade Fixtures, personal property, or expendables, in which event City shall pay to Company the fair market value of each such fixtures, property, or expendables as of the date of such termination.

Subsection 20.2 Rights Upon Termination Because of Default by City.

In the event this Agreement is canceled by Company for any of the reasons outlined in Section 19, damages to the Company shall be limited as follows:

- a) Leasehold or Fixed Improvements. With respect to Leasehold Improvements paid for by Company from its own funds, said damages shall be Net Book Value of said improvements, determined on a straight-line basis over the term of the agreement. Upon payment by City to Company of said damages, all such Leasehold Improvements shall become the sole property of City. Company may, at its option, remove such permanent improvements in lieu of accepting said Net Book Value.
- b) Personal Property and Proprietary Trade Fixtures. Except as provided herein above, Company shall remove all personal property and Trade Fixtures and shall reimburse City for the cost of any repairs required as a result of Company's removal of such property and fixtures.

SECTION 21 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 22 - SURRENDER OF POSSESSION

Company shall, upon termination of this Agreement or cancellation, quit and deliver up the Permitted Premises and privileges to City peaceably and quietly, with the Permitted Premises being in as good order and condition as the same now are or may be hereafter improved by Company or City, reasonable use and wear excepted. In addition to any lien provided by Wisconsin law, City shall have a specific lien on all property of Company, and related equipment on the Permitted Premises as security for nonpayment. Company shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Premises; subject, however, to any valid lien which City may have thereon for unpaid charges or fees.

SECTION 23 - LICENSES AND PERMITS

Company shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. City shall assist Company where necessary in obtaining said permits.

SECTION 24 - INSPECTION OF PREMISES

City or its duly authorized representatives, or agents, and other persons for it, may enter upon said Permitted Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of City.

SECTION 25 - HOLDING OVER

Should Company holdover said Permitted Premises after this Agreement has terminated in any manner, Company shall continue such holding over only at sufferance to City. In the event of such holding over, City shall be entitled to collect from Company, one hundred and fifty (150%) percent of the amount of the Privilege Fee. All other terms and conditions in such holdover shall be the same as herein provided.

SECTION 26 - QUIET ENJOYMENT

City agrees that Company, upon payment of the fees and charges and all other payments to be paid by

Company under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Company to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Permitted Premises during the term of this Agreement.

SECTION 27 - NO LIENS

Company shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Premises by Company, and shall keep said Permitted Premises and Company's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Company's acts or omissions.

SECTION 28 - SECURITY AGREEMENTS

City shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other Landside Area tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Company shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Company, shall not in any way be construed to limit or reduce the obligations of City hereunder.

SECTION 29 - AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the La Crosse Regional Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, City shall terminate this Agreement.

SECTION 30 - RIGHTS AND PRIVILEGES OF CITY

- a) City shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Company agrees to observe and obey, with respect to the use of the Airport, Airport Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
- b) City's Airport Director and/or the City Attorney are hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent City with dealings with Company in connection with the rights herein granted.
- c) All actions relating to policy determination, modification of this Agreement, termination of this contract, and any similar matters affecting the terms of this Agreement shall emanate from the Airport Director and/or City Council, their successors, or assigns.
- d) The Airport Director or designee may enter upon the Permitted Premises, now or hereafter Permitted Premises to Company hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of

its governmental functions.

- e) City reserves the right to further develop or improve the landing and public areas, including Terminal and ramp space, of the Airport as it sees fit, regardless of the desires or views of Company, and without interference or hindrance.
- f) During the time of war or National Emergency, City shall have the right to lease the landing area of the Airport, or any part of La Crosse Regional Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended. In such event, Company shall have the right to terminate this Agreement upon thirty (30) days written notice.
- g) City hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.
- h) City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Company from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft.
- i) City may from time to time increase the size or capacity of any such Public Aircraft Facilities or Terminal Building or Common Use Portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided thirty (30) days advance written notice is given to Company.
- j) This Agreement at any time may be reopened for renegotiation if FAA Airport Certification or Security Requirements, FAR Part 139 and CFR 1542 respectively, result in major expenditures to City due to Company's use of the Permitted Premises. If said renegotiation is desired, written notice must be given to Company sixty (60) days prior to such renegotiations.

SECTION 31 - ACCESS CONTROL

- a) Company shall upon termination of this Agreement return all issued keys and access cards to City. If all issued keys and access cards are not returned to City at the termination of this Agreement, Company shall pay to City cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- b) Company is responsible for all keys and access cards issued to employees of Company. If a key or access card is lost, Company shall immediately notify City and shall pay to City cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.
- c) Company is ultimately responsible for all parking cards issued for employee parking including all fees levied for failure to return said cards.

SECTION 32 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, manager, member, partner, or employee of City have any personal liability arising out of this Agreement, and Company shall not seek or claim any such personal liability.

SECTION 33 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

SECTION 34 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 35 – NOTIFICATION

Company shall:

- a) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Company with respect thereto.
- b) Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Company contained in this Agreement to be untrue.
- c) Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Company or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Company or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Company or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 36 – SEVERABILITY

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 37 – ASSIGNMENT, SUBLET, AND TRANSFER

Company shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City, which shall not be unreasonably withheld or delayed. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Company shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

SECTION 38 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 39 – CONFLICTS OF INTEREST

Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Company further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Company or its employee must be disclosed to City

SECTION 40 – POLITICAL ACTIVITIES

Company shall not engage in any political activities at the Permitted Premises while in performance of any and all services and work under this Agreement.

SECTION 41 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

SECTION 42 – AMENDMENT

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

SECTION 43 – TIME COMPUTATION

Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act, or notice may be timely performed or given on the next succeeding day which is not a Saturday,

Sunday or state or national holiday.

SECTION 44 – NOTICES

NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	La Crosse Regional Airport	Copy to: Attn. City Attorney
	Attn: Airport Director	City of La Crosse
	2850 Airport Rd	400 La Crosse Street
	La Crosse, WI 54603	La Crosse, WI 54601

City's notice to Company shall be deemed effective three (3) days after mailing first class United States Post Office mailing. Company shall identify in writing and provide to City the contact person and address for notices under this Agreement.

SECTION 45 – PUBLIC RECORD LAW

Company understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Company agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Company agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, Company agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Company decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon La Crosse shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

SECTION 46 – CONSTRUCTION

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 47 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 48 – COMPLIANCE WITH LAW

The parties shall comply in all material respects with any and all applicable federal, state, and local laws, regulations, and ordinances.

SECTION 49 – FORCE MAJEURE

City shall not be responsible to Company and Company shall not be responsible to City for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 50 – GOOD STANDING

Company affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Company is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 51 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 52 - GOVERNMENTAL APPROVALS

Company acknowledges that various of the specific undertakings of City described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Company further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. City cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

SECTION 53 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 54 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and

the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 55 – FEDERAL INCOME TAX MATTERS

Irrevocable Election to Waive Depreciation and Investment Tax Credit. Company (and any successor in interest) covenants that it shall properly elect at the time this Agreement is executed to irrevocably waive depreciation and investment tax credit with respect to the Permitted Premises. Company agrees to retain a copy of such election in its records for the entire term of the Agreement. Company further covenants that any publicly recorded document which is recorded in lieu of the Agreement will also state that neither Company nor any successor in interest under the Agreement will claim depreciation or any investment credit with respect to the leased property. The term "leased property" for purposes of the foregoing election shall not include any property (including fixtures, etc.) which was not funded with the proceeds of any "tax-exempt bond", as such term is defined by Section 150(a)(6) of the Internal Revenue Code of 1986 (the "Code").

- a) Restrictions on Lease Term (Including Renewal Options). Notwithstanding any other provision of this Agreement, in compliance with Section 142(b)(1)(B)(ii) of the Code under no circumstances will the term of this Agreement, including all options to renew, and successive agreements, exceed twenty years.
- b) Restrictions on Office Space. Notwithstanding any other provisions of this Agreement, in compliance with Section 142(b)(2)(B) of the Code, Company covenants that no portion of the leased premises will be used for office space if more than a de minimis amount of the functions to be performed at such office is not directly related to the day-to-day operations of such Permitted Premises.
- c) Restrictions on Size of Certain Retail Facilities. Notwithstanding any other provisions of this Agreement, in compliance with Section 142(c)(2)(B) of the Code, Company covenants that under no circumstances will the leased property be used to provide any restaurant, food or beverage facility or retail facility which is of a size in excess of a size necessary to serve passengers, including persons meeting or accompanying persons arriving and departing on flights to and from the Airport, and employees at the Airport.
- d) Prohibitions on Certain Uses of the Leased Property. Notwithstanding any other provisions of this Agreement, in compliance with Section 147(e) of the Code, Company covenants that under no circumstances will the leased premises be used as part of a health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
- e) General Tax Covenants of the Company. Company hereby covenants to take any action, or refrain from any action, as may be necessary to comply with any of the foregoing provisions of this Section 53.

SECTION 56 – NONSTANDARD RENTAL PROVISIONS

Company agrees that City has the express right to place a lien on Company's inventory and personal items located in the Permitted Premises for non-payment of funds due City and that such lien shall have precedence over other liens or security interests that Company may enter into. Company agrees to waive the provisions of Wis. Stat. § 704.11. This Section specifically compiles with Wis. Admin. Code ATCP §

134.09 (4)(b).

SECTION 57 – SURVIVAL

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

COMPANY:

By: _____

By: _____

Date: _____

ATTEST:

CITY OF LA CROSSE

By: _____

By: _____

, Mayor

Date: _____

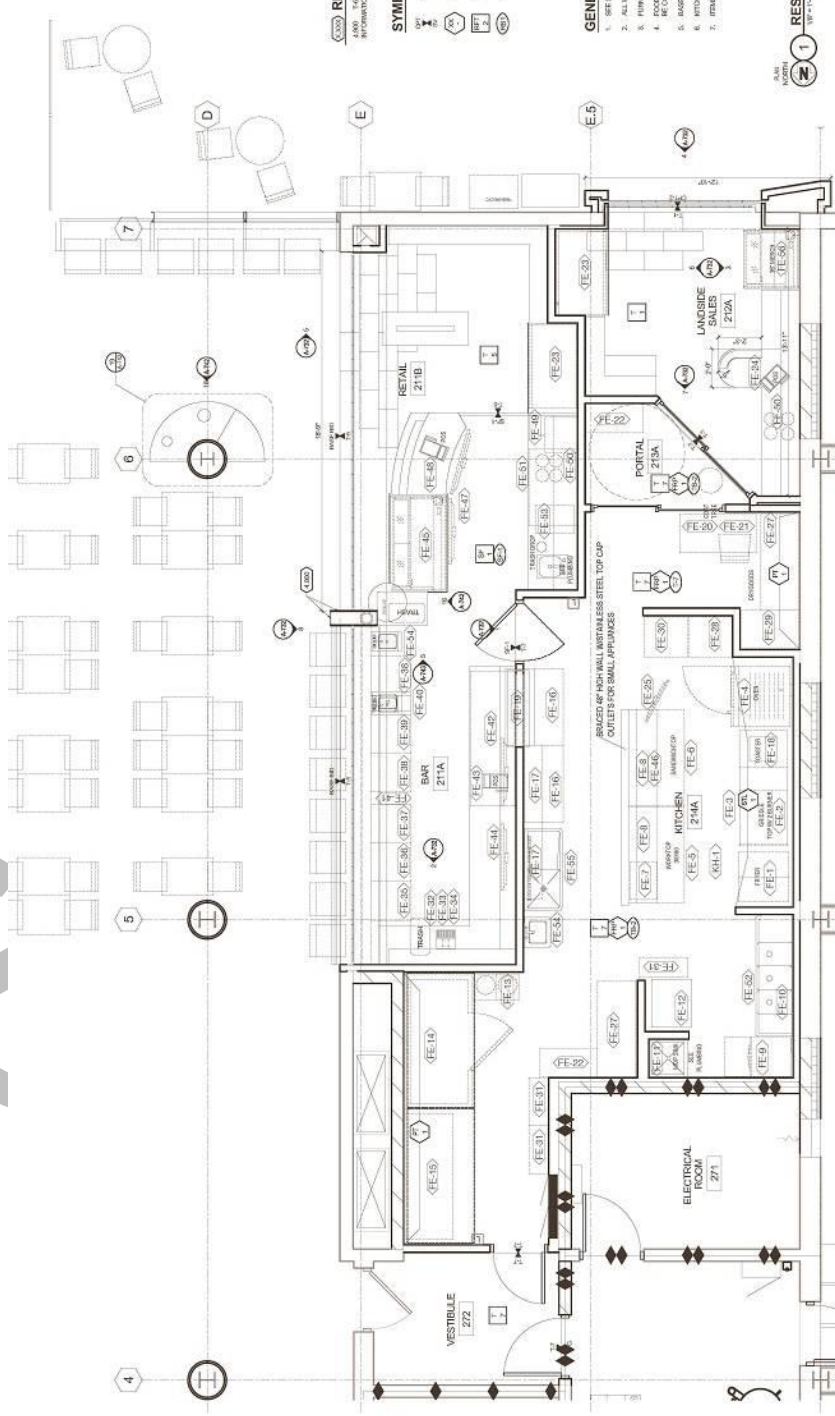
By: _____

By: _____

, City Clerk

Date: _____

SAMPLE



RESTAURANT PLAN & EQUIPMENT SCHEDULE

4.000 TO ALL SIZES IN THE CODE BOOK SEE ELEVATION DRAWING FOR ADDITIONAL INFORMATION

SYMBOL LEGEND

- ⊞ FLOOR TRANSPARENT
- ⊞ WALL FINISH
- ⊞ FLOOR FINISH
- ⊞ BASE FINISH

GENERAL NOTES:

1. SEE SHEET 201 FOR FINISHES
2. ALL WALLS INTERFERED WITH FOR FINISHES OTHERWISE NOTE
3. FINISHES ARE SHOWN IN GENERAL INFORMATION ONLY. FINISHES A.L.C.
4. FLOOR FINISHES TO BE PROVIDED BY FLOORING CONTRACTOR. INSTALLATION TO BE PROVIDED BY FLOORING CONTRACTOR.
5. BASE FINISHES TO BE PROVIDED BY FLOORING CONTRACTOR. INSTALLATION TO BE PROVIDED BY FLOORING CONTRACTOR.
6. INTERIOR DOOR TO MATCH CABINET FOR KITCHEN, BAR, VESTIBULE
7. INTERIOR DOOR TO MATCH CABINET FOR KITCHEN, BAR, VESTIBULE
8. INTERIOR DOOR TO MATCH CABINET FOR KITCHEN, BAR, VESTIBULE
9. INTERIOR DOOR TO MATCH CABINET FOR KITCHEN, BAR, VESTIBULE
10. INTERIOR DOOR TO MATCH CABINET FOR KITCHEN, BAR, VESTIBULE

RESTAURANT PLAN & EQUIPMENT SCHEDULE



EXHIBIT B

La Crosse Regional Airport
 Passenger Terminal Rehabilitation
 2008 Airport Road
 La Crosse, WI 54603
 AP No.: 3-6-000-37, Contract #1
 Revision 10/20/11

EQUIPMENT SCHEDULE - AM-B10

NO.	QTY	DESCRIPTION	MFG. & MODEL NUMBER	UNIT WEIGHT (LBS)	UNIT VOLUME (CU FT)	HEIGHT (FT)	WIDTH (IN)	DEPTH (IN)	NOTES
101.1	1	100 Series Case System	Formica/Resin/Aluminum #10020						
101.2	1	Hunter Douglas Chandelier	AB2304						

BY TENANT				BY CONTRACTOR				
NO.	QTY	DESCRIPTION	UNIT WEIGHT (LBS)	UNIT VOLUME (CU FT)	HEIGHT (FT)	WIDTH (IN)	DEPTH (IN)	
102.1	1	100 Series Case System	Formica/Resin/Aluminum #10020					Tenant to coordinate with distributor.
102.2	1	Hunter Douglas Chandelier	AB2304					Check with distributor for lead time.

GENERAL NOTES:

- All work shall be in accordance with the specifications and schedule of values.
- Provide finish schedule for the contract documents.
- Provide finish schedule for the contract documents.
- Provide finish schedule for the contract documents.
- Provide finish schedule for the contract documents.
- Provide finish schedule for the contract documents.

A-705

RESTAURANT PLAN & EQUIPMENT SCHEDULE

EXHIBIT C

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Company 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.

If the Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

The above provision obligates the Company for the period during which the property is owned, used, or possessed by the Company and the Airport remains obligated to the FAA.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (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, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the (license, permit, 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, 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 will there upon revert to and vest in and become the absolute property of City and its assigns.*

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") 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 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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.*).