

SECURITY SERVICES CONTRACT

BETWEEN

SPOKANE AIRPORT

AND

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SAMPLE SECURITY SERVICES CONTRACT

THIS SECURITY SERVICES CONTRACT, made and entered into this _____ day of _____, 2017, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and _____, a corporation organized and existing under the laws of the State of _____, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the County of Spokane, State of Washington, and is authorized to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Security Services Contract, hereinafter referred to as "Contract", granting the Contractor the use, together with others, of SIA and its appurtenances for the purpose of providing vehicle screening and passenger screening services at SIA as outlined in the Request for Proposals dated October 4, 2017, and as agreed to in the Proposal submitted by Contractor, both of which are attached hereto and made a part of this Contract;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows, effective January 1, 2018:

1. TERM

A. The term of this Contract shall be one (1) year, commencing January 1, 2018 and ending December 31, 2018, unless sooner terminated or cancelled as herein provided.

B. The Airport shall have the option to renew this Contract for four (4) additional one (1) year terms, providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option shall be under the same terms and conditions contained herein except for the financial consideration, which shall be renegotiated as set forth in Article 2 - FEES, Paragraph B below. Said option may be exercised by written notice from the Airport to the Contractor not later than One Hundred Twenty (120) days prior to the expiration of the current term.

2. FEES

A. As consideration for the services to be performed herein, the Airport agrees to pay the Contractor the sum of _____ Dollars and _____ Cents (\$_____) per hour. Contractor agrees to submit an itemized billing to the Airport monthly.

B. Fees quoted shall be firm for the first year of the Contract. If said option to renew is exercised by the Airport, acceptance of a fee change for said services will be contingent upon renegotiation between parties. If mutual agreement has not been achieved within ninety (90) days prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the renewal year. Fee changes for any option periods shall not exceed provable changes in expenses for labor.

3. SCOPE OF WORK

A. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Board for the regulation thereof, Contractor may, together with others, use SIA and its appurtenances together for the purpose of providing the Airport with the following services:

1. Security Identification Display Area "SIDA" gate: 3 personnel shall be badged and trained for deployment to the gate when necessary to inspect vehicles and confirm identification of individuals entering the SIDA.

2. Ready/Return Rental Car Entrance: twenty four (24) hours, seven (7) days per week.

3. Sterile Exits: one (1) security personnel, seven days a week, approximately six (6) hours per day to secure the glass doors between the last airline departure and the last airline's arrival at the Rotunda and at Concourse C at the Airport.

4. Sterile Area: Security personnel are to provide random inspections of badge holders at doors leading from SIDA to sterile areas and to provide inspections of vendor related deliveries to the sterile area.

5. All Areas of SIA: one roving security guard six (6) hours, seven (7) days per week as directed by the Airport

B. The Airport reserves the right to add to or delete from the scope of work as described above, Paragraph A, by giving written notice to Contractor. The Airport additionally reserves the right to cancel said Contract in its entirety if, in its sole discretion, it is determined that such services are no longer required. The Airport shall provide to Contractor thirty (30) days advance notice in writing if such cancellation of Contract is required.

4. CONTRACTOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

A. The Airport will provide the Contractor with employee vehicle parking at no cost, but only during scheduled employees working hours. The privileges granted hereby shall be non-exclusive, and include without limiting the generality thereof:

B. Contractor's equipment, used by the Contractor at SIA shall be maintained at Contractor's sole expense, in good, safe and operative order, and in a clean and neat condition.

C. Personnel performing services at SIA shall be neat, clean and courteous. Contractor shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.

D. Contractor shall observe and comply with any and all applicable Airport, Federal, state and local laws, statutes, ordinances and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be, promulgated by the Airport or any Federal, state or local government or agency thereof.

E. Contractor shall be responsible for all its expenses in connection with its operation at SIA and the rights and privileges herein granted, including without limitation by reason of enumeration, costs for wages, benefits, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Contractor, and secure all such permits and licenses as may be lawfully required.

F. To the extent of its capabilities, Contractor agrees to cooperate with the Airport and/or any other Contractor in dealing with aircraft or related emergencies at SIA. Contractor further agrees to provide the Airport with its current emergency procedures.

5. PERSONNEL

A. Contractor shall provide sufficient personnel to accomplish all required services as scheduled in ARTICLE 3, SCOPE OF WORK, Paragraph A. The Airport requires security personnel to be professionally dressed in a security uniform approved by the Airport. Said uniforms shall be clean and Contractor is responsible for winter garments for those locations that warrant them.

B. All security personnel will be the subject of a fingerprint based criminal history records check and must not have any felony convictions, gross misdemeanors, or recent misdemeanors.

6. NON-PERFORMANCE

A. Contractor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

B. If, in the opinion of the Airport, the quality of work being performed or employee(s) appearance is deemed to be substandard, then the Airport may request employee performance be improved or non-performing personnel be replaced.

C. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

D. Whenever an actual or potential labor dispute delays or threatens to delay the services specified herein, the Contractor shall, upon knowledge of such action, immediately notify the Airport, in writing. Such notice shall include all relevant information concerning such dispute and its background. If the Contractor cannot perform its obligations under this Contract to the satisfaction of the Airport in the event of a labor dispute, the Airport reserves the right, in

its sole discretion, to cancel or suspend this Contract forthwith and pay for any work completed to the time of cancellation or suspension.

7. SECURITY

A. Contractor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the SIDA. Contractor shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Contractor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Contractor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

B. Contractor shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Contractor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. Any costs associated with badging shall be the responsibility of the Contractor. The cost may be amended by the Airport from time to time. The Contractor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Contractor shall be responsible for the prompt recovery of Airport keys and security identification badges.

C. Pursuant to applicable federal regulations, Contractor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Contractor, its employees, agents, suppliers, invitees, sub-contractors or guests. Contractor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

D. The Contractor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Contractor's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Contractor, its employees or agents will be paid promptly, upon demand, to the Airport by the Contractor.

E. All employees assigned by the Contractor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Contractor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.

F. Contractor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in the Terminal twenty-four (24) hours per day, seven (7) days per week.

8. INDEMNITY AND WAIVER OF DAMAGES

A. The Contractor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Contractor's conduct of business or from any activity or other things done, permitted, or suffered by Contractor in, or about the Premises and/or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Contractor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Contractor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Contractor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Contractor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft Contractors.

C. Contractor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Contractor's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

9. INSURANCE

Contractor shall, at its expense, maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Contract. The insurance policy(ies) shall be the standard comprehensive insurance coverage to cover all operations of the Contractor and shall include, but not by way of limitation, bodily injury; property damage; products liability; automobile including owned, non-owned, leased and hired; and contractual coverage, including the obligations pursuant to Article 8- INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed

officials, agents and employees shall be named as additional insureds with respect to Contractor's use of SIA which is the subject of this Contract. The Contractor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000). The automobile liability coverage shall not be less than One Million Dollars (\$1,000,000) for owned, non-owned and hired automobiles. The Contractor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has (have) normal expirations during the term of this Contract, written evidence or renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor's insurance identified in this Article 9 shall include a waiver of subrogation in favor of the additional insured. This Article 9 shall be subject to periodic adjustments by the Airport.

10. WAIVER OF SUBROGATION

A. The Airport and Contractor each waive any rights it may have against the other on account of any loss or damage occasioned to Airport or Contractor, as the case may be, their respective property, the Premises or its contents or to other portions of SIA arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Contract. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Airport or Contractor against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Contractor further expressly waives any and all claims against the Airport, the City and County of Spokane, their agents and employees of whatever nature, for any and all loss or damage sustained by the Contractor, except loss or damage caused by the sole negligence of the Airport, its agents or employees, including interruption of the Contractor's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or inside the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Contract from any cause.

11. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Contractor that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport

Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Contract shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Contractor in and to the Premises and improvements thereon. Failure of Contractor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Contractor's rights hereunder.

12. FEDERAL NONDISCRIMINATION

A. Contractor understands and acknowledges that the Airport has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act 1964 and by 49 CFR Part 21 as a condition precedent to the Government making grants in aid to the Airport for certain Airport programs and activities, and that Airport is required under those regulations to include in every agreement pursuant to which any person or persons, other than Airport, operates or has the right to operate any facility on SIA providing services to the public, the following covenant, to which Contractor agrees:

B. Contractor, in its operation at and use of SIA, covenants that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. It shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as that regulation may be amended; and

4. Contractor further agrees promptly to provide the Airport, upon written request by the Airport, such information the Airport is required to obtain from Contractor to show compliance with applicable nondiscrimination laws.

13. SEVERABILITY

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

14. FORCE MAJUER LANGUAGE

Neither the Airport or Contractor shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.

15. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Contractor requiring the Airport's consent shall not be deemed to waive consent to any subsequent similar act by the Contractor.

16. AIRPORT'S RIGHTS OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Airport, this Contract shall be subject to cancellation by the Airport should any one or more of the following occur:

A. If the Contractor shall file a voluntary petition in bankruptcy, or proceeding in bankruptcy shall be instituted against the Contractor and the Contractor is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Contractor and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Contractor's assets is appointed, or if the Contractor shall be divested of its rights, powers and privileges under this Contract by other operation of law.

B. If the Contractor shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Contract, provided that upon the happening of any contingency recited in this Article, the Contractor shall be given written notice to correct or cure such default, failure to perform or breach. In the case of default, Airport shall notify any lenders holding an interest in the leasehold improvements in accordance with any consent form executed by the Airport. If, within thirty (30) days from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the Airport, then

and in such event the Airport shall have the right to declare this Contract terminated. The Airport does, however, reserve the right to extend the time period to correct the default, if, in its opinion, due diligence is shown by the Contractor in curing the default.

C. If under any of the foregoing provisions of this Article the Airport shall have the right to reenter and take possession of the Premises, the Airport may enter and eject the Contractor and those claiming through or under it and remove its property and effects, (using reasonable force, if necessary) without being guilty of any manner of trespass; without any liability therefore, without prejudice to any remedies of the Airport in the event of default by the Contractor; and without liability for any interruption of the conduct of the affairs of the Contractor or those claiming through or under it.

17. CONTRACTOR'S RIGHTS OF CANCELLATION

In addition to all other remedies available to the Contractor, this Contract shall be subject to cancellation by Contractor should any one or more of the following occur:

A. The permanent abandonment of SIA.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or any other federal agency or by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of SIA for scheduled air transportation.

C. The breach by the Airport of any covenants, terms or conditions of this Contract to be kept, performed and observed by the Airport and the failure to remedy such breach for a period of sixty (60) days after written notice from Contractor of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of SIA and its facilities in such manner as to substantially restrict the Contractor from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

E. The occurrence of any event or events beyond the reasonable control of Contractor, including, but not limited to, any act of God or other supervening event which precludes the Contractor from the use of the property for the purposes enumerated herein, or from the use of airport facilities.

18. ASSIGNMENT

Contractor is prohibited from assigning this Contract.

19. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Contractor's operation at SIA. The Airport and Contractor shall each have the right to compromise and defend the same to the extent of its own

interest; provided the defense of the same has not been tendered and accepted by the other party. The Contractor is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the Premises to the Airport and/or eviction of Contractor during the term of this Contract, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

20. LIENS OR ENCUMBRANCES

Contractor agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered, and professional services provided to the Premises and improvements at Contractor's request, during the term for improvement to the Premises. Contractor shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Contractor's request. Contractor agrees to and shall indemnify, and hold the City of Spokane, County of Spokane, and the Airport free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Contractor for use on the Premises. Airport may require lien releases as a condition of approval.

21. PRIOR AND COLLATERAL CONTRACTS

This Contract shall constitute the entire Contract between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Contract and use of the Premises demised herein, shall limit or modify its terms. This Contract shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Contract shall not be subject to modification or change except by written instrument duly signed.

22. SUBMISSION OF CONTRACT

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Contractor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

23. RELATIONSHIP OF THE AIRPORT AND CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or

otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the Airport provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Contractor.

24. SURVIVAL OF INDEMNITIES

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Contractor shall, at the Airport's option, defend the Airport at Contractor's expense by counsel satisfactory to the Airport.

25. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

26. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail with postage prepaid, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: Properties & Contracts Director
Spokane Airport
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

CONTRACTOR: _____

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

27. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

28. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Contract.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter
Chief Executive Officer
Date: _____

Brian M. Werst
General Counsel
Date: _____

CONTRACTOR:

Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____
My commission expires _____