Agenda Item: **3F1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 1, 2026 **[X] Consent** **[ ] Regular**

[ ] Workshop **[ ] Public Hearing**

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Registered Traveler Verification Program Concession Agreement (Agreement) with Alclear, LLC, d/b/a CLEAR (CLEAR), commencing January 1, 2027, and expiring December 31, 2030, with two (2) one (1) year renewal options at the County's sole option, authorizing CLEAR to provide biometric identity verification at security checkpoints, offer enrollment services for both the Registered Traveler (RT) and Transportation Security Administration (TSA) PreCheck programs, and provide concierge services for CLEAR members at President Donald J. Trump International Airport (DJT), with payments to the County consisting of annual concession fees equal to the greater of an initial minimum annual guarantee (MAG) of $273,069.30 or $0.50 per unique RT member verification (Privilege Fee), rental for 486 square feet of office space at the then-current terminal rental rate, annual license fees of $12,000 for two (2) enrollment kiosk locations, and payment of 10% of gross receipts from concierge services.

Summary: The Agreement authorizes CLEAR to provide biometric identity verification under the RT program, provide on-site enrollment services for both the RT and TSA PreCheck programs, and provide concierge services for CLEAR members at DJT. The current agreement with CLEAR (R2021-1710) expires on December 31, 2026. The current agreement authorizes the RT and TSA PreCheck services but does not include concierge services. The addition of concierge services will allow CLEAR members to receive personalized assistance from CLEAR, including help with airline check-in and guided support through CLEAR's security-checkpoint verification. Under the Agreement, CLEAR will pay annual concession fees equal to the MAG or a privilege fee of $0.50 per unique RT member verification, whichever is greater. The first contract year's MAG is $273,069.30. The MAG will be adjusted annually to an amount equal to the greater of the preceding year's MAG or 85% of the preceding year's Privilege Fee. The Agreement provides CLEAR with a license to use two (2) designated locations for the placement of kiosks for enrollment services for an annual license fee of $6,000 per location and the lease of 486 square feet of office space at the then current terminal rental rate as determined in accordance with the Signatory Airline Agreement (R2026-1052), which is adjusted annually each October 1. Rental for the office space for the period beginning January 1 and ending September 30, 2027, will be $44,057.12 based on the current rental rate of $120.87 per square foot. CLEAR will also pay a separate fee equal to 10% of gross receipts for the right to provide concierge services to its members at DJT. **Countywide (DL)**

Background and Justification: The RT program enables identity-verified travelers to access dedicated airport security lanes using biometric verification technology operated by TSA-authorized providers, and CLEAR is the only TSA-authorized operator capable of providing the full combination of required services, including RT biometric verification, TSA PreCheck and RT enrollment, and concierge services for its members.

Attachments:

1. Registered Traveler Verification Program Concession Agreement (w/Exhibits A through D) (3 originals)

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Recommended By: Laura Beebe 11/3/26
SL
Department Director **Date**

Approved By: Pal 11/13/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
Operating Revenues	($257,859)	($285,069)	($285,069)	($285,069)	($71,267)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	($257,859)	($285,069)	($285,069)	($285,069)	($71,267)
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ___ No X
Does this item include the use of federal funds? Yes ___ No X
Does this item include the use of state funds? Yes ___ No X

Budget Account No: Fund 4100 **Department** 120 **Unit** 8430 **RSource** 4463

B. Recommended Sources of Funds/Summary of Fiscal Impact:
CLEAR will pay annual RT concession fees equal to the greater of the MAG or Privilege Fee. The initial MAG will be $273,069.30. Thereafter, the MAG will equal the greater of the preceding contract year's MAG or 85% of the preceding contract year's Privilege Fee. The fiscal projections use the initial MAG of $273,069.30 throughout the initial term. The analysis above includes the MAG and annual kiosk license fees of $12,000. FY2027 revenues include $44,057.12 in office rental for January 1 through September 30, 2027, based on the current terminal rental rate. Office rental for subsequent fiscal years is excluded because the rental rate adjusts each October 1 and cannot be estimated at this time. Future MAG increases, privilege fees exceeding the MAG, and concierge fees cannot be estimated at this time and are also excluded. FY2031 includes only October through December 2030, the final three (3) months of the initial term. Optional renewal periods are excluded.

C. Departmental Fiscal Review: Delmeer Dickerson

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Martin 11/4/2026
KL 11/4
OFMB 11/4

Brenda Joyner 11/5/26
ZG 11.5.26
Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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REGISTERED TRAVELER VERIFICATION PROGRAM
CONCESSION AGREEMENT

THIS REGISTERED TRAVELER VERIFICATION PROGRAM CONCESSION AGREEMENT ("Agreement"), is made and entered into December 1, 2026 by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Alclear, LLC, d/b/a CLEAR, a Delaware limited liability company, with its office and principal place of business at 85 10th Avenue, 9th Floor, New York, NY 10011 ("Concessionaire") (each, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports ("Department"), owns and operates the commercial service airport located at 1000 James L. Turnage Blvd., West Palm Beach FL, 33406, currently known as the President Donald J. Trump International Airport ("Airport"); and

WHEREAS, Concessionaire, operating under its trademark name "CLEAR", is the sole-source third-party provider authorized by the Transportation Security Administration ("TSA") to provide biometric verification of traveler identification at airports under the Registered Traveler Program; and

WHEREAS, Concessionaire is a non-exclusive third-party administrator of TSA's trusted traveler program known as Pre-Check; and

WHEREAS, Concessionaire currently operates a registered traveler concession at the Airport pursuant to that certain Registered Traveler Verification Program Concession Agreement approved by the Palm Beach County Board of County Commissioners on November 16, 2021 (R2021-1710), which expires December 31, 2026, and desires to continue providing enrollment under the Pre-Check and Registered Traveler Programs and biometric verification of travelers at the Airport Security Checkpoints, and to provide prearranged passenger concierge services, as provided for herein.

NOW, THEREFORE, in consideration of the concession rights granted herein, the rights and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations, the parties hereto covenant and agree, for themselves, their successors, and assigns, as follows:

ARTICLE 1- RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

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ARTICLE 2- DEFINITIONS

The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms and phrases. Additional words, terms and phrases used in this Agreement, but not defined in Article 2 shall have the meanings set forth in the Bond Resolution.

2.01 "Additional Insured" has the meaning ascribed to it in Section 13.04.

2.02 "Agreement" means this Agreement and all exhibits and addenda hereto, which are incorporated herein by this reference.

2.03 "Airline Agreement" means County's current standard form Signatory Airline Agreement adopted pursuant to Resolution No. 2026-1052, as may be amended from time to time, and any successor resolution or agreement establishing rental rates for non-signatory airlines for space within the Terminal.

2.04 "Airport" means the commercial service airport located at 1000 James L. Turnage Blvd., West Palm Beach, FL, 33406.

2.05 "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means an Airport Concession Disadvantaged Business Enterprise as defined in Title 49, Part 23 of the Code of Federal Regulations, as now or hereafter amended or any successor regulation.

2.06 "Airport Police" means the Palm Beach County Sheriff's Office.

2.07 "Airport Rules and Regulations" means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport, which is hereby incorporated herein by reference and made a part hereof.

2.08 "Airport Security Program" or "ASP" means the current TSA-approved Airport Security Plan, including any amendment(s) thereto.

2.09 "Americans with Disabilities Act" or "ADA" means the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37.

2.10 "Annual Report" has the meaning set forth in Section 5.12.

2.11 "Annual Report Requirements" has the meaning set forth in Section 5.12.

2.12 "Assigned Premises" has the meaning set forth in Section 4.03.

2.13 "Assignment" has the meaning set forth in Article 15.

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2.14 "ATO Office Space" has the meaning set forth in Section 4.02.

2.15 "Biometric" means measurable physiological characteristics that are unique to an individual, such as, but not limited to, a fingerprint or iris scan.

2.16 "Board" means the Board of County Commissioners of Palm Beach County, Florida.

2.17 "Bond" has the meaning set forth in Section 5.08.

2.18 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

2.19 "CLEAR" means the trademarked name for the Registered Traveler Program administered by Concessionaire.

2.20 "Commencement Date" has the meaning set forth in Section 3.02.

2.21 "Concession" means the nonexclusive right to operate the RT Program and provide the Services described in Section 6.01.

2.22 "Concession Fee" has the meaning set forth in Section 5.01.

2.23 "Concessionaire Party" means Concessionaire and its subtenants, contractors, suppliers, employees, officers, licensees, agents and invitees.

2.24 "Concierge Service Fee" has the meaning set forth in Section 5.21.

2.25 "Concierge Services" means the prearranged, fee-based passenger meet-and-assist services provided to CLEAR members at the Airport pursuant to Sections 4.10 and 6.05.

2.26 "Contract Year" means the period beginning on January 1, 2027, and each twelve-month period thereafter, until the termination of this Agreement.

2.27 "Damages" has the meaning set forth in Article 12.

2.28 "Day(s)" shall mean calendar day(s) and not business day(s), unless otherwise specified.

2.29 "Department" means the County's Department of Airports.

2.30 "Designated Queue Lane(s)" has the meaning set forth in Section 4.05.

2.31 "Director" means the Director or Acting Director of the Department.

2.32 "Effective Date" has the meaning set forth in Section 3.01.

2.33 "Enrollment Kiosk" means Equipment for the purpose of enrolling passengers in the RT Program or Pre-Check program.

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2.34 "Enrollment Kiosk Areas" has the meaning set forth in Section 4.04.

2.35 "Equipment" means the enrollment and Biometric verification equipment utilized by Concessionaire for the RT Program, including, but not limited to, the Kiosks.

2.36 "FAA" means the Federal Aviation Administration, or its successor agency.

2.37 "Gross Receipts" has the meaning set forth in Section 5.21.

2.38 "Improvement" means any and all construction, alterations, installations, modifications, renovations, replacements, refurbishments, fixtures, permanently affixed equipment, facilities (both above ground and below ground), and any other structures now or hereafter constructed on or removed from the Premises, and all additions, alterations, modifications, renovations, and replacements thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to the Premises shall be considered permanently installed or affixed and is included within the definition of Improvement. Personalty shall not be considered an Improvement.

2.39 "Initial Term" has the meaning set forth in Section 3.02.

2.40 "Kiosk" means a RT Verification Kiosk or Enrollment Kiosk.

2.41 "Letter of Credit" has the meaning set forth in Section 5.08.

2.42 "Minimum Annual Guarantee" or "MAG" means the minimum amount of money due annually to County from Concessionaire, payable on a monthly basis, as provided in Section 5.03.

2.43 "Non-Unique Member Verification" means any verification transaction occurring at the Airport that does not qualify as a Unique Member Verification under this Agreement, including duplicate transactions occurring the same calendar day, Concessionaire employee verifications, verifications for testing or quality control purposes, demonstration verifications, or transactions involving the minor child(ren) of an RT Participant.

2.44 "Payment Guarantee" has the meaning set forth in Section 5.08.

2.45 "Personalty" means the equipment, furniture, furnishings, trade fixtures, and personal property of Concessionaire, and those operating under it, located at, but not permanently affixed to, the Premises. Personalty shall include Equipment.

2.46 "Pre-Check" means the TSA's Trusted Traveler program.

2.47 "Premises" means the Assigned Premises and any ATO Office Space.

2.48 "Prior Agreement" has the meaning set forth in Section 3.03.

2.49 "Privilege Fee" has the meaning set forth in Section 5.02.

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2.50 "Public Areas" means the areas in and around the Terminal designated by the Department for non-exclusive public use, including public corridors, waiting areas and hallways.

2.51 "Rate and Fee Schedule" means Exhibit "E" to the then current Signatory Airline Agreement.

2.52 "Registered Traveler (RT) Program" means the private sector-managed program administered by Concessionaire at the Airport with an RT Entry Point, where only RT Participants may access with a RT Program credential and be verified via a Biometric comparison and valid boarding/gate pass.

2.53 "Retention Period" has the meaning set forth in Section 5.11(A).

2.54 "RT Applicant" means an individual who has voluntarily supplied biographic and biometric data to Concessionaire with the intent of joining the RT Program.

2.55 "RT Entry Point" means a point at which RT Participants access Concessionaire's RT Verification Kiosk before proceeding to the TSA TDC with a boarding/gate pass and beginning the physical screening process.

2.56 "RT Participant" means an individual who has voluntarily enrolled in the RT Program and successfully completed the enrollment process.

2.57 "RT Program ASP Amendment" has the meaning set forth in Section 6.01(A).

2.58 "RT Verification Kiosk" means the Biometric-enabled verification Equipment used to verify the identity and current status of the RT Participant.

2.59 "Renewal Term" has the meaning set forth in Section 3.02.

2.60 "Security Checkpoint" means the security screening areas prior to entering Concourse(s) "A", "B" or "C", including the queue areas as well as the TSA security screening areas.

2.61 "Sensitive Security Information" or "SSI" means information that, if publicly released, would be detrimental to the transportation security, as defined by Federal regulation 49 CFR Part 1520.

2.62 "Services" has the meaning set forth in Section 6.01.

2.63 "System Security Plan" means a document that sets forth Concessionaire's plan for implementing operational, technical, and management security requirements and controls as required by TSA as set forth in Attachment "A" to the RT Program ASP Amendment, Requirements for Registered Traveler Information Systems.

2.64 "Term" means the Initial Term and any Renewal Term(s).

2.65 "Terminal" means the McCampbell Terminal Building at the Airport.

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2.66 "Trade Secret Materials" has the meaning set forth in Section 5.11(D).

2.67 "TSA" means the federal Transportation Security Administration, or any successor agency.

2.68 "TSA Travel Document Checker (TDC)" means a Transportation Security Officer (TSO), other TSA employee, or contractor employee under the screening partnership program, to include administrative personnel, who are trained and assigned the function of checking travel documents and verifying identification for individuals electing to access the TSA-controlled screening checkpoint, with responsibility for directing a passenger to the appropriate checkpoint lane for physical screening based on the passenger's vetting status.

2.69 "Unique Member Verification" is a Biometric verification of an RT Participant at a Designated Queue Lane at the Airport. This term shall exclude Non-Unique Member Verifications.

2.70 "Year-to-Date Concession Payments" has the meaning set forth in Section 5.03.

2.71 "Year-to-Date Minimum Annual Guarantee" has the meaning set forth in Section 5.03.

2.72 "Year-to-Date Privilege Fee" has the meaning set forth in Section 5.03.

ARTICLE 3 - EFFECTIVE DATE/TERM

3.01 Effective Date. This Agreement is expressly contingent upon the approval of the Board and shall become effective when signed by the parties and approved by the Board ("Effective Date").

3.02 Term. The term of this Agreement shall commence on January 1, 2027 (the "Commencement Date") and shall expire on December 31, 2030 ("Initial Term"), unless terminated earlier as provided for in this Agreement. This Agreement may be extended by County, in County's sole and absolute discretion, for up to two (2) additional one (1) year periods (each, a "Renewal Term") upon written notice by the Director at least ninety (90) days prior to the expiration date of the then current term, without formal amendment to this Agreement. Except as otherwise provided for herein or as agreed to by the parties, each Renewal Term shall be upon the same terms and conditions.

3.03 Prior Agreement; Continuing Obligations. Beginning on the Commencement Date, this Agreement shall govern Concessionaire's operations at the Airport. Expiration of the Registered Traveler Verification Program Concession Agreement approved by County on November 16, 2021, as R2021-1710 ("Prior Agreement"), and execution of this Agreement shall not release, waive, extinguish, or modify any obligation or liability accrued under the Prior Agreement or any provision thereof that survives its expiration or termination. Without limitation, reporting, payment, reconciliation, record retention, Annual Reports and audits, indemnification, and other surviving obligations relating to operations through December 31, 2026, shall remain governed by the Prior Agreement. Amounts due and credits arising under the Prior Agreement shall be separately accounted for, and no amount shall be collected or credited more than once.

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ARTICLE 4 – PRIVILEGES AND OBLIGATIONS OF CONCESSIONAIRE

4.01 Operation of Concession. Concessionaire shall have the nonexclusive right, privilege, and obligation to operate and maintain the Concession and utilize the Premises within the Terminal, subject to the terms, conditions and limitations set forth in this Agreement. Unless otherwise expressly permitted in this Agreement, or authorized in writing by the Director, Concessionaire shall only offer and provide the Services specifically authorized herein. The Premises shall not be used for any purposes other than those specifically provided for herein.

4.02 ATO Office Space. County hereby grants to Concessionaire, a leasehold interest to occupy and maintain approximately four hundred eighty-six (486) rentable square feet of airline ticket office space on level three (3) of the Terminal, as more particularly identified in Exhibit "A", attached hereto and by this reference made a part hereof, for the purposes of an office and break area to be used in connection with Concessionaire's business operations at the Airport pursuant to this Agreement ("ATO Office Space").

4.03 Assigned Premises. County hereby grants Concessionaire a non-exclusive license to use: (i) the Enrollment Kiosk Areas; and (ii) the Designated Queue Lanes (collectively, the "Assigned Premises"). Concessionaire acknowledges and agrees that this Agreement is an agreement for services and nothing in this Agreement shall be construed as granting Concessionaire any title, interest or estate in the Assigned Premises.

4.04 Enrollment Kiosk Areas. The Department shall designate areas within the Terminal (each, an "Enrollment Kiosk Area") for Concessionaire to install, operate and maintain Enrollment Kiosks. The locations and number of Enrollment Kiosks in each Enrollment Kiosk Area shall be determined by the Department in the Department's sole and absolute discretion. At least one (1) Enrollment Kiosk in each Enrollment Kiosk Area shall be capable of enrolling passengers in the RT Program.

4.05 Designated Queue Lanes. The Department shall designate at least one (1) queue lane at each Security Checkpoint (each, a "Designated Queue Lane"), where RT Participants may access Concessionaire's RT Verification Kiosks before proceeding to the TSA TDC with a boarding/gate pass and beginning the physical screening process. The location and configuration of each Designated Queue Lane shall be determined by the Department, in its sole and absolute discretion, subject to the consent and approval of TSA. The Designated Queue Lane shall provide passenger access to applicable Pre-Check and non-Pre-Check TSA Security Screening Areas following passenger verification. Each Designated Queue Lane shall be equipped with up to three (3) RT Verification Kiosks, which shall be installed and maintained by Concessionaire as provided herein. RT Verification Kiosks may be utilized to enroll RT Applicants at times when passenger traffic conditions permit; however, enrollment privileges may be suspended, temporarily or permanently, at any time if required by the Department or TSA. Designated Queue Lanes shall not be used to enroll passengers in Pre-Check.

4.06 Department Approval Required. Concessionaire shall be responsible for furnishing all proprietary signage and stanchions for the Designated Queue Lanes and Enrollment Kiosk Areas, which shall be subject to approval by the Department, which approval shall not be unreasonably withheld. Prior to installing, adding, removing, relocating or otherwise altering any Kiosk,

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Concessionaire shall comply with the construction requirements outlined in Article 8. Concessionaire shall not post signage or distribute materials in a location or manner that has not been approved in advance by Department. Department may require the immediate removal of any signage not approved in advance as required by this Section. Concessionaire shall not install any wireless devices or transmitters on or in the Airport without the prior written consent of County and subject to any and all conditions included in such consent.

4.07 Relocation of Assigned Premises; Changes to Airport.

A. Concessionaire acknowledges that the Department may require Concessionaire to relocate its operations to alternative areas on a temporary or permanent basis, and that the size and/or configuration of the Assigned Premises may be reduced or portions of the Assigned Premises may be eliminated entirely. Except for security-related or emergency reasons, in the event the Department determines it is necessary or desirable for Concessionaire to relocate or remove its operations, or components thereof, including, but not limited to Kiosks, the Department shall provide not less than thirty (30) days' prior written notice to Concessionaire of the required relocation. In the event relocation is required due to emergency or security-related reasons, Concessionaire shall relocate or suspend its operations in the manner and within the timeframe required by the Department. Concessionaire shall, at no cost to County, relocate to the location(s) designated by the Department for its operations hereunder upon the date set forth in the Department's written notice, and this Agreement shall be considered amended, without formal amendment hereto, upon the date of such written notice, to reflect the modified location(s).

B. Concessionaire acknowledges and agrees that: (i) County shall have the right at all times to change, alter, expand, and contract the Airport, including, but not limited to, the Terminal, including the concourses and Security Checkpoints; and (ii) County has made no representations, warranties, or covenants to Concessionaire regarding the design, construction, pedestrian traffic, enplanements, or airline locations. Without limiting the generality of the foregoing, Concessionaire acknowledges and agrees that the Airport: (i) is currently undergoing, and may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and operations that may affect Concessionaire's business. Such construction and renovation programs might involve barricading, materials storage, noise, the presence of workers and equipment, rearrangement, utility interruptions, and other inconveniences normally associated with construction and renovation.

C. Without limiting waivers set forth elsewhere in this Agreement, Concessionaire hereby waives all claims against County and releases County from all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees and court costs), of any kind or nature that Concessionaire suffers or incurs arising from any temporary or permanent relocation of the Assigned Premises, or out of or in connection with any changes to the Airport or any portion of the Airport and Concessionaire further agrees that

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Concessionaire shall not be entitled to any abatement of the Concession Fee, the license fee for any Enrollment Kiosk, or any other relief in connection with any changes to the Airport or any portion of the Airport. Notwithstanding the foregoing, the Department may, in its sole discretion, and on a case-by-case basis, elect to reimburse Concessionaire for the actual direct costs incurred by Concessionaire as a result of such impacts, which may be in the form of credits against amounts payable to County hereunder.

D. County makes no representations or warranties whatsoever as to: (i) the condition of the Assigned Premises or any Improvements or personal property in the Assigned Premises, including without limitation all Improvements currently installed at such locations and all future Improvements to be installed thereto; (ii) whether the Assigned Premises or any Improvements or personal property in the Assigned Premises are in compliance with applicable federal, state, County, or local laws, ordinances, rules, or regulations; or (iii) the fitness of the Assigned Premises or any Improvements or personal property to be installed in the Assigned Premises for any particular purpose. Concessionaire specifically obligates itself to conduct its own due diligence investigation as to the suitability of the Assigned Premises and any such Improvements for Concessionaire's purposes.

E. The Assigned Premises and all Improvements therein are provided for Concessionaire's use in "AS IS CONDITION" and "WITH ALL FAULTS." Concessionaire shall not be entitled to any adjustment of any Concession Fee or other payments hereunder on account of the condition of any Improvements, any failure of any Improvements to be in working order, any necessity of Concessionaire to repair or take corrective actions with respect to any Improvements, or the inability to obtain or any delay in obtaining any required approvals from any governmental body having jurisdiction, including, but not limited to, County agencies. Furthermore, Concessionaire hereby releases County from any and all claims and liabilities whatsoever arising or relating to the condition of the Assigned Premises, any failure of any of the component parts to be in working order, or any necessity of Concessionaire to repair or take corrective actions with respect to any part thereof, or any necessity or inability to obtain any development approvals from any governmental body, including, without limitation, County agencies. In the event of any conflict between this section and any other provision of this Agreement, the provisions of this section shall control.

4.08 Public Areas. Concessionaire shall have the right to use the Public Areas, in common with the public, for the uses for which those Public Areas are designed; provided, however, the right of use shall be limited to those times and hours that the Public Areas are open for use by the public. Concessionaire's rights under this Section shall include the right of ingress and egress to and from the Assigned Premises. Concessionaire acknowledges and agrees that the Public Areas shall at all times be subject to the exclusive control and management of County. County shall have the full right and authority to make all rules and regulations as County may, in its sole and absolute discretion, deem proper, pertaining to the proper operation and maintenance of the Public Areas. County shall have the right to modify, relocate or close the Public Areas at any time, and in any way, it deems appropriate, including, but not limited to, reconfiguration of the Public Areas,

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expansion or contraction of the Public Areas, or changing access points to and from the Public Areas.

4.09 Employee Parking. Parking for Concessionaire's employees shall be provided by County on a space available basis in the employee parking area in common with employees of other operators and tenants at the Airport. County shall charge Concessionaire a parking fee for the use by its employees of the employee surface parking area. Employee parking rates are established on a per-space per-year basis and current fee(s) and rate(s) may be obtained by contacting the Department's security and badging office. County may change the parking fee, from time to time, upon thirty (30) days prior written notice to Concessionaire. Parking fees shall be assessed to Concessionaire on an annual basis and shall be paid by Concessionaire within fifteen (15) days of receipt of the parking invoice.

4.10 Concierge Services. Subject to Section 6.05, and the payment of Concierge Service Fees pursuant to Section 5.21, County grants Concessionaire a nonexclusive, revocable privilege to provide Concierge Services at the Airport. This privilege is limited to the public and sterile portions of the Terminal authorized by the Department and does not grant a leasehold, exclusive right, priority access to security screening, or permission to use SIDA, ramp, customs-controlled, or other restricted areas. County may suspend or revoke the Concierge Services privilege upon written notice for operational, security, or public-interest reasons without terminating the Concession, and may authorize other providers to offer similar services. Concierge Services shall be provided only pursuant to advance reservations by CLEAR members. Concessionaire shall not solicit or accept walk-up business for Concierge Services. Concessionaire shall not place signage or establish a service counter for Concierge Services without the Department's prior written approval, which may be granted or withheld in the Department's sole and absolute discretion.

ARTICLE 5 - PAYMENTS AND ACCOUNTING RECORDS

5.01 Concession Fees. Concessionaire shall pay to County annual concession fees throughout the Term, equal to the greater of the Minimum Annual Guarantee or the Privilege Fee ("Concession Fee"). Concession Fees shall be due and paid by Concessionaire to County on or before the fifteenth (15th) day of each month, for the preceding month, in the manner set forth in this Article. Concession Fees shall be reconciled monthly in accordance with Section 5.03(B) and shall be reconciled on an annual basis in accordance with the provisions of Section 5.12.

5.02 Privilege Fee. The Privilege Fee due for any month shall be equal to the product of the total number of Unique Member Verifications conducted at the Airport in the preceding calendar month multiplied by Fifty Cents ($0.50) ("Privilege Fee"). Not later than the fifteenth (15th) day of each month, Concessionaire shall submit to the Department, in a form and detail satisfactory to the Department, a monthly report that includes the number of Unique Member Verifications conducted in the preceding calendar month. Each monthly report shall be reconciled in accordance with Section 5.03(B). The Department may require the monthly report to be submitted electronically.

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5.03 Minimum Annual Guarantee.

A. The Minimum Annual Guarantee for each Contract Year shall be as follows:

TIME PERIOD	MINIMUM ANNUAL GUARANTEE
First Contract Year (Commencing January 1, 2027)	$273,069.30
Second Contract Year and each Contract Year thereafter	The Minimum Annual Guarantee for the preceding Contract Year, or eighty five percent (85%) of the Privilege Fee for the preceding Contract Year, whichever is higher.

B. Not later than the fifteenth (15th) day of each and every month, Concessionaire shall pay to County the difference between: (i) the greater of the "Year-to-Date Minimum Annual Guarantee" or the "Year-to-Date Privilege Fee"; and (ii) the "Year-to-Date Concession Payments", which terms shall have the following meanings:

1. "Year-to-Date Minimum Annual Guarantee" shall mean one-twelfth 1/12 of the Minimum Annual Guarantee multiplied by the number of months that have accrued since the beginning of the then-current Contract Year. The Year-to-Date Minimum Annual Guarantee as of the fifteenth (15th) day of a given month shall include the Monthly Minimum Guarantee for the preceding calendar month. For example, if the Minimum Annual Guarantee is Three Hundred Thousand and 00/100 Dollars ($300,000.00), payable in twelve (12) monthly installments of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) each, then as of August 15, seven (7) monthly installments of the Minimum Annual Guarantee would accrue from the start of the then-current Contract Year through the end of July. In this example, as of August 15, the Year-to-Date Minimum Annual Guarantee would be: $25,000.00 x 7 = $175,000.00.

2. "Year-to-Date Privilege Fee" shall be determined by totaling the Monthly Privilege Fees accruing from the start of the then-current Contract Year. For example, as of August 15, the Year-to-Date Privilege Fee would be the sum of the seven (7) Monthly Privilege Fees accruing from the start of the then-current Contract Year through the end of July.

3. "Year-to-Date Concession Payments" shall be the sum of actual Concession Fee payments made by Concessionaire, or amounts credited to Concessionaire for such, during the then-current Contract Year.

5.04 License Fee for Enrollment Kiosk Areas. Commencing on the Commencement Date and on or before the first day of the month thereafter throughout the Term of this Agreement, Concessionaire shall pay, in addition to any other fees, charges and rentals payable hereunder, an annual license fee, in the amount of Six Thousand and 00/100 Dollars ($6,000.00) for each Enrollment Kiosk Area, payable monthly in equal installments of Five Hundred and 00/100 Dollars ($500.00). As of the Commencement Date, Concessionaire shall utilize two (2)

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Enrollment Kiosk Areas; therefore, the initial license fee shall be a total of Twelve Thousand and 00/100 Dollars ($12,000.00) per year, payable monthly in equal installments of One Thousand and 00/100 Dollars ($1,000.00). In the event Concessionaire utilizes additional Enrollment Kiosk Area(s) within the Terminal, Concessionaire shall be required to pay an additional license fee for the use of such space. If the Commencement Date occurs on a day other than the first day of a month, Concessionaire shall pay license fees from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any license fee due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis.

5.05 ATO Office Space Rental. Commencing on the Commencement Date and on or before the first day of the month thereafter throughout the Term of this Agreement, Concessionaire shall pay, in addition to any other fees, charges and rentals payable hereunder, monthly rental for approximately four hundred eighty-six (486) rentable square feet of ATO Office Space at the then-current Terminal rental rate for non-signatory airlines, in accordance with the Rate and Fee Schedule. As of the Commencement Date, the Terminal rental rate for non-signatory airlines is One Hundred Twenty and 87/100 Dollars ($120.87) per square foot, for a total of Fifty-Eight Thousand Seven Hundred Forty-Two and 82/100 Dollars ($58,742.82) per year, payable in equal monthly installments of Four Thousand, Eight Hundred Ninety-Five and 24/100 Dollars ($4,895.24). If the Commencement Date occurs on a day other than the first day of a month, Concessionaire shall pay rental from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rental due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. ATO Office Space rental shall be adjusted effective as of each October 1, in accordance with the provisions contained in the current standard form Airline Agreement, and this Agreement shall be considered amended to reflect the new ATO Office Space rental without formal amendment hereto.

5.06 Place of Payment and Filing. All payments required to be made by Concessionaire and all reports required to be filed hereunder shall be delivered to:

Palm Beach County Department of Airports
ATTN: Accounting Section
846 Airport Center Drive
West Palm Beach, Florida 33406-1470

The designated place of payment and filing may be changed at any time by the Department upon ten (10) days prior written notice to Concessionaire. Payments made by check shall be payable to "Palm Beach County". Concessionaire assumes all risk of loss if payments are made by mail.

5.07 Form of Payment. All payments due under this Agreement shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand, except for credits expressly permitted under this Agreement. No payment by Concessionaire or receipt by County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to establish an accord and satisfaction, and County may accept such check or payment without prejudice to County's right to recover the balance of said amount due or pursue any other remedy available under this Agreement.

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5.08 Payment Guarantee. Prior to the Commencement Date, Concessionaire shall post a payment guarantee ("Payment Guarantee") with County in an amount equal to fifty percent (50%) of the first Contract Year's Minimum Annual Guarantee. The Department may require that Payment Guarantee be increased concurrent with increases in the Minimum Annual Guarantee to an amount equal to fifty percent (50%) of the then current Minimum Annual Guarantee if the amount of the Payment Guarantee actually posted by Concessionaire is forty percent or less than the then-current Minimum Annual Guarantee. The Payment Guarantee shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Concessionaire hereunder. The Payment Guarantee shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Concessionaire to pay any fees, sums or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Payment Guarantee and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Payment Guarantee with a new Letter of Credit or Bond in the full amount of the Payment Guarantee required hereunder. A Payment Guarantee shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to County the Payment Guarantee has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section shall: (1) entitle County to draw down the full amount of such Payment Guarantee, and (2) constitute a default of this Agreement entitling County to all available remedies. The Payment Guarantee shall not be returned to Concessionaire until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide a Payment Guarantee to County in accordance with the terms and conditions of this Section. The obligations arising under this Section shall survive the expiration or earlier termination of this Agreement.

5.09 Delinquent Payments. Without waiving any other right or remedy available to County, if any payment due under this Agreement is not received by its due date, County may require Concessionaire to pay simple interest on the unpaid amount at eighteen percent (18%) per annum or the maximum rate permitted by applicable law, if less, calculated from the original due date until paid, unless waived by the Department. Interest shall not be compounded. Acceptance of interest on any overdue payment (or any portion of the overdue payment) by County shall not constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

5.10 Sales and Use Tax. Concessionaire shall pay monthly to County any sales, use or other tax, or any imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereinafter imposed upon the rents, use or occupancy of the Airport imposed by the United States of America, the State of Florida, or Palm Beach County, notwithstanding the fact that the statute, rule, ordinance or enactment imposing the same may endeavor to impose the tax on County.

5.11 Accounting Records. Concessionaire shall keep, throughout the Term of this Agreement, all books of accounts and records customarily used in this type of operation, and as from time to

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time may be required by the Department, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available throughout the Retention Period defined in subsection (A) below. County shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Concessionaire's operations hereunder. If the books of accounts and records are kept at locations other than the Airport, Concessionaire shall, at its sole cost and expense, arrange for them to be brought to a location convenient to auditors for County to conduct the audits and inspections as set forth in this Article. Failure to maintain books of accounts and records as required under this Article shall be a material default of this Agreement. The obligations arising under this Section shall survive the expiration or termination of this Agreement until satisfied.

A. Concessionaire shall retain and make available all books and records required under this Agreement throughout the Term and for five (5) years following expiration or earlier termination of this Agreement, or for any longer period required by applicable law ("Retention Period"). Notwithstanding the foregoing, records relating to any audit, claim, litigation, or other proceeding initiated before the expiration of the Retention Period shall be retained and made available until final resolution of the matter, including satisfaction of any resulting obligations. If the State of Florida public records act is determined by County to be applicable to Concessionaire's records, Concessionaire shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Concessionaire. Concessionaire shall make all books and records required to be maintained hereunder available to County at the Airport, or at the corporate headquarters of Concessionaire, as may be directed by County.

C. County shall have the right, upon reasonable notice to Concessionaire, at any time during the Retention Period, to review, inspect, and/or audit Concessionaire's books and records relating to Concessionaire's operations at the Airport pursuant to this Agreement, including the RT Program and Concierge Services. Any reconciliation resulting from such review, inspection, or audit shall separately determine: (i) the Concession Fee due, equal to the greater of the applicable Minimum Annual Guarantee or Privilege Fee; and (ii) the Concierge Service Fee due pursuant to Section 5.21. Payments and credits shall be applied to the respective fee obligations. Concierge Service Fee payments shall not be counted toward satisfaction of the Minimum Annual Guarantee or Privilege Fee. If the amounts due exceed the payments and credits applied to the respective fee obligation, Concessionaire shall immediately pay any deficiency identified by the reconciliation, together with interest pursuant to Section 5.09 calculated from the original due date of each deficient payment until paid. Any overpayment shall be credited or refunded in accordance with Section 5.12. No adjustment to the Privilege Fee shall result in a credit or refund that reduces the Concession Fee below the applicable Minimum Annual Guarantee, as adjusted pursuant to this Agreement.

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C. If any audit reveals that Concessionaire has underpaid either the Concession Fee or the Concierge Service Fee by three percent (3%) or more during the period covered by the audit, the entire expense of said audit shall be borne by Concessionaire. The percentage of underpayment shall be calculated separately for each fee by dividing the deficiency by the correct amount of that fee due for the period covered by the audit. Overpayments of one fee shall not reduce the deficiency used to calculate the percentage of underpayment of the other fee. No percentage shall be calculated for a fee for which no amount was due during the period covered by the audit. The provisions of this Section shall survive the expiration or termination of this Agreement.

D. Any material submitted to County that Concessionaire contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Concessionaire must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Concessionaire as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Concessionaire. Concessionaire shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

5.12 Annual Report. Concessionaire shall provide County with an agreed-upon procedures report setting forth the procedures performed and findings concerning Unique Member Verifications, Non-Unique Member Verifications, Privilege Fees, the Minimum Annual Guarantee, Concession Fees, Concierge Services Gross Receipts, Concierge Service Fees, and payments and credits applicable to each fee for each Contract Year (each, an "Annual Report"). Each Annual Report shall cover the preceding Contract Year and shall be delivered within ninety (90) calendar days following the end of the Contract Year. The Annual Report shall be in the format required by the Department and shall be prepared by an independent Certified Public Accountant, not a regular employee of Concessionaire, in accordance with attestation standards established by the American Institute of Certified Public Accountants or any successor agency thereto. At a minimum, the Annual Report shall include the procedures listed in Exhibit "C" to this Agreement ("Annual Report Requirements"), which may be updated by County, at County's sole discretion, upon written notification to Concessionaire.

The Annual Report shall separately reconcile the Concession Fee and the Concierge Service Fee due for each Contract Year against the payments and credits applied to each fee. The Concession Fee shall be calculated as the greater of the applicable Minimum Annual Guarantee or

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Privilege Fee. The Concierge Service Fee shall be calculated pursuant to Section 5.21 and shall not offset or reduce the Minimum Annual Guarantee or Privilege Fee.

Concessionaire shall pay any deficiency identified in the Annual Report to County with delivery of the Annual Report, together with applicable interest pursuant to Section 5.09 and any applicable taxes. County shall credit any overpayment in the following order: (i) against any past due amounts owed to County by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, payments owed to County by Concessionaire; and (iii) against any other sums payable by Concessionaire to County. Notwithstanding the foregoing, for the final Contract Year or portion thereof, County shall credit any overpayment against remaining amounts owed to County and refund any balance. No adjustment to the Privilege Fee shall result in a credit or refund that reduces the Concession Fee below the applicable Minimum Annual Guarantee, as adjusted pursuant to this Agreement. The obligations arising under this Section shall survive the expiration or termination of this Agreement until satisfied.

5.13 Audit by County. Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform an audit or audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit or audits performed by County, Concessionaire agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the Annual Report on behalf of Concessionaire pursuant to Section 5.12, to make available to County's representative(s) any and all working papers relevant to the procedures performed by the Certified Public Accountant. County or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of County. Concessionaire shall have thirty (30) days from receipt of the audit report from County or its representative(s) to provide a written response to the Department regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

5.14 Abatement of Minimum Annual Guarantee. In the event the number of passengers enplaning on scheduled airline flights at the Airport during any Contract Year shall be less than eighty percent (80%) of the number of such enplaning passengers for that period, commencing on January 1, 2026, and ending on December 31, 2026, the Minimum Annual Guarantee for that Contract Year shall be reduced in an amount equal the percentage of passenger traffic decline. Concessionaire acknowledges and agrees that Concessionaire shall remain liable for payment of the full Privilege Fee notwithstanding any reduction in the Minimum Annual Guarantee for that Contract Year.

5.15 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited, to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Concessionaire, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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5.16 Licenses, Fees and Taxes. Concessionaire shall pay, on or before their respective due dates, all federal, state, County, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Concessionaire or the estate hereby granted, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to, any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all federal, state, County, and local licenses, business tax receipts, and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

5.17 No Set Off. Concessionaire acknowledges that, through the Effective Date, it has no claims against County with respect to any of the operations of Concessionaire at the Airport, or any of the matters covered by this Agreement or any other agreement it may have with County, and it has no right of set off or counterclaims against any of the amounts payable by Concessionaire to County under this Agreement or any other agreement it may have with County. Nothing in this Section shall prohibit application of credits expressly permitted under this Agreement.

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

5.19 Additional Fees and Charges. If County is required or elects to pay any sum(s) or incur any obligations or expense by reason of the failure, neglect, or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Agreement, or as a result of any act or omission of Concessionaire contrary to said conditions, covenants, or agreements, Concessionaire agrees to pay the sum or sums so paid by County or the expense so incurred by County, including all interest, costs, damages, and penalties, and the same may be added to any installment payment thereafter due hereunder. Each and every part of any such sum(s), obligations or expenses shall be and become additional fees recoverable by County in the same manner and with like remedies as if it were originally a part of the Privilege Fee payable under this Agreement. All such sums of money shall be paid by Concessionaire within thirty (30) calendar days after written demand thereof.

5.20 Dishonored Check or Draft. In the event Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, County may elect to assess interest to Concessionaire, in accordance with Section 5.09, from the original due date of such dishonored check or draft without further demand, and may require that future payments be made by cashier's check or other means acceptable to County.

5.21 Concierge Service Fee. In addition to all other amounts due under this Agreement, Concessionaire shall pay County ten percent (10%) of Gross Receipts from Concierge Services provided at the Airport ("Concierge Service Fee").

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A. Gross Receipts. The term "Gross Receipts" means the total amount charged or payable for Concierge Services provided at the Airport, whether payable to Concessionaire, an affiliate, an agent, or a booking platform, after bona fide discounts actually applied to the customer's charge, but before deduction of commissions, booking or platform fees, credit-card or payment-processing fees, staffing costs, or other operating expenses, except as expressly provided below. Gross Receipts include cancellation and no-show charges retained in connection with Concierge Services scheduled to be provided at the Airport.

Gross Receipts excludes (i) separately stated sales taxes actually remitted to the applicable taxing authority, (ii) refunds actually issued for amounts previously included in Gross Receipts, and (iii) amounts collected or payable in connection with a bona fide benefit arrangement with a third party, including an airline, credit-card issuer, or other program partner, to the extent such amounts are owed and paid over to that third party under the terms of the arrangement and are not payable to or retained by Concessionaire or an affiliate for Concierge Services. Any portion of such amounts that is payable to or retained by Concessionaire or an affiliate for Concierge Services, whether paid by the customer or by the third party, shall be included in Gross Receipts. The exclusion in clause (iii) shall not apply to commissions, booking or platform fees, credit-card or payment-processing fees, staffing costs, or other operating expenses. Concessionaire shall maintain records identifying the third-party arrangement and supporting the calculation and payment of amounts excluded under clause (iii). A refund shall not be deducted more than once. If a permitted refund exceeds otherwise reportable Gross Receipts for a month, no Concierge Service Fee shall be due for that month, and an amount equal to ten percent (10%) of the excess shall be carried forward as a credit against subsequent Concierge Service Fees, subject to annual reconciliation pursuant to Section 5.12.

B. Reporting Period. Amounts charged or payable for Concierge Services shall be included in Gross Receipts for the month in which the services are performed, regardless of the date of reservation or collection. Advance payments shall not be included until the services are performed or Concessionaire becomes entitled to retain the payment as a cancellation or no-show charge. Cancellation and no-show charges shall be included in the month in which Concessionaire becomes entitled to retain them. Permitted refunds shall be deducted in the month in which they are actually issued. Concessionaire shall identify the original transaction and reporting period supporting each refund deduction.

C. Allocations. If a charge includes Concierge Services at the Airport and services at another airport or location, or includes Concierge Services bundled with membership or other services, Concessionaire shall allocate the charge using a documented, reasonable methodology. Concessionaire shall have sole discretion over the selection of each allocation methodology and shall provide each methodology, and any changes thereto, to the Department in writing. Concessionaire shall apply each methodology consistently. Concierge Services shall not be assigned a zero value solely because they are included in a bundle or

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membership package. Concessionaire shall retain the records supporting each allocation. The allocation methodologies and sampled allocated transactions shall be subject to the agreed-upon procedures specified in Exhibit "C," including comparison of the methodologies with generally accepted accounting principles (GAAP) and recalculation of sampled Airport allocations using the written methodology provided to the Department.

D. Monthly Statements and Payments. On or before the fifteenth (15th) day of each month, Concessionaire shall provide County with a certified statement for the preceding month showing bookings, completed services, advance payments not yet reportable, cancellation and no-show charges, discounts, permitted exclusions, refunds, allocations, Gross Receipts, the Concierge Service Fee due, and any credits applied, together with payment of the amount due. A statement shall be submitted for each month, including months in which no Concierge Services are provided or no Concierge Service Fee is due.

E. Other Requirements. The Payment Guarantee required by Section 5.08 secures Concessionaire's obligations under this Section. Sections 5.09 through 5.13 apply to Concierge Service Fees and their supporting records. Concierge Service Fees shall be separately calculated and reported and shall not offset or reduce the Minimum Annual Guarantee or Privilege Fee applicable to the RT Program.

ARTICLE 6 - OPERATIONAL AND SERVICE STANDARDS

6.01 Services. In addition to the nonexclusive and revocable privilege to provide Concierge Services, as provided in Section 4.10 of this Agreement, Concessionaire shall have the nonexclusive right, privilege and obligation to operate the RT Program, which shall include the enrollment of RT Applicants, renewal of RT Participants and performance of RT Program services, as well as the enrollment and renewal of Pre-Check participants (collectively "Services"), subject to the following:

A. Concessionaire shall operate the RT Program in compliance with the TSA-approved amendment to the ASP authorizing the RT Program at the Airport, as amended from time to time ("RT Program ASP Amendment"), and all applicable TSA requirements. If TSA withdraws the authorization permitting Concessionaire to operate the RT Program at the Airport, this Agreement shall automatically terminate on the effective date of such withdrawal. Accrued obligations and obligations that expressly survive expiration or termination shall remain enforceable. A temporary suspension of operations shall be governed by Section 7.01 and shall not, by itself, constitute withdrawal of authorization under this subsection.

B. Concessionaire shall maintain its designation and certification as a Qualified Anti-Terrorism Technology by the U.S. Department of Homeland Security ("DHS") under the Support Anti-terrorism by Fostering Effective Technologies Act ("SAFETY Act"). If, during any Term of this Agreement, Concessionaire's certification is modified, Concessionaire shall provide copies of such written, modified certification to the Department within twenty-four (24) hours of receipt from DHS or any other appropriate governmental agency.

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C. The failure by Concessionaire to provide the Services shall constitute a material default of this Agreement, entitling County to immediately terminate this Agreement. Concessionaire agrees that it shall provide and make available to the public the Services.

D. Concessionaire shall comply with all requirements for handling and storage of SSI.

E. Concessionaire may not offer for sale or use or otherwise provide any materials considered offensive by the Department. Concessionaire will promptly remove any such material, if so directed by the Department.

F. Concessionaire shall, upon request, provide the Department with a current list of prices for Services. Upon written consent by the Director, Concessionaire may adjust the pricing for Services, provided that the adjusted prices are not greater than the price for the same or similar items sold at other locations within Broward, Miami-Dade, or Palm Beach counties. For the avoidance of doubt, the Director shall not have consent rights over Concessionaire's uniformly applied or national pricing for its services.

G. Concessionaire shall promptly respond to all customer complaints.

6.02 Minimum Hours of Operation. Concessionaire shall actively operate the Concession in a business-like manner and shall be available to provide the Services to the public seven (7) days per week during the minimum hours of operation. The Designated Queue Lanes shall be operated by Concessionaire at least thirty (30) minutes before the first departing flight through the last departing flight, or such other hours as may be approved by the Department in writing. Concessionaire shall keep the Designated Queue Lanes open to accommodate flight delays that are expected to last more than thirty (30) minutes to serve Airport passengers. The hours of operation may be modified from time to time upon fifteen (15) days prior written notice from the Department to Concessionaire. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation.

6.03 Personnel.

A. Concessionaire shall maintain a sufficient number of properly trained employees to ensure that all customers desiring Services of Concessionaire receive prompt and courteous service at all times. All employees of Concessionaire shall be polite, clean, appropriately attired, and neat in appearance while on or about the Premises. Concessionaire shall promptly remove any employee who is discourteous or displays performance or behavior inconsistent with County's high level of customer service, or who fails to support a professional image of the Airport.

B. Concessionaire hereby warrants and represents to County that, prior to performing any Services on behalf of Concessionaire hereunder, all employees of Concessionaire responsible for providing the Services under the RT Program shall be properly trained to perform their roles and responsibilities as required by applicable laws, regulations and the ASP.

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C. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of County, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed.

D. County shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

E. The management, maintenance, and operation of the Premises shall be 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 Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified supervisor to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year in case of an emergency. The contact information for this representative shall be on record with County at all times.

6.04 Customer Service Training Program. Concessionaire shall have an employee-training program that must be successfully completed by each of Concessionaire's employees working at the Airport within two (2) weeks of the date of hire as a condition of continued employment. The training program shall, at a minimum, include a customer service component to provide employees with the knowledge, skills, and competencies required to increase overall customer satisfaction. The training program shall also include disability sensitivity training relevant to each employee's job duties, information regarding Concessionaire's nondiscrimination obligations under this Agreement, training on how to effectively assist individuals with limited English proficiency and information regarding Concessionaire's and County's policies and procedures applicable to Concessionaire's employees at the Airport. Upon the Department's request, Concessionaire shall provide the Department with summaries of its training materials to verify compliance with this Section. All employees with direct day-to-day contact with the public shall complete a "refresher" customer service and disability sensitivity training course no less than once a year, and any employee who receives two (2) or more complaints, regardless of the outcome of any investigation or resolution of such complaints, shall be required to attend the next available "refresher" course. Upon request by the Department, Concessionaire shall provide the Department a complete list of all employees who have successfully completed the training program and any "refresher" courses.

6.05 Concierge Service Operations. Concierge Services are separate from the RT Program and shall be provided only pursuant to advance reservations by CLEAR members. Concessionaire may assist departing passengers from curbside or another Department-approved meeting point through airline check-in and to the checkpoint entrance, and may resume escort in the sterile Terminal after the passenger independently completes TSA screening, to the gate or another authorized destination. For domestic arrivals, Concessionaire may meet the passenger in the gate-hold area and escort the passenger to baggage claim or ground transportation. For international arrivals, service shall begin only after the passenger has cleared customs and any other required federal inspection. Pre-customs service requires prior written approval of the Department and the

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applicable federal agency and, if required by County, a written amendment. Concessionaire's employees performing Concierge Services may not enter jet bridges, accompany passengers through TSA screening, present passenger baggage for screening, bypass queues or screening rules, enter SIDA or ramp areas, or escort passengers onto ramp-access vehicles. Concessionaire's employees may use the designated employee screening lane and/or procedures, subject to applicable TSA and Department requirements, and may resume escort after the passenger independently completes screening. Mobility assistance arranged through an airline remains the airline's responsibility. Concessionaire shall use only properly badged, trained, uniformed personnel; maintain separate Concierge assignments and staffing sufficient to meet the RT minimum hours and service standards; maintain appointment, service-time, cancellation and refund records; promptly communicate service disruptions to customers; and comply with the Department-approved concept of operations as may be revised with the Department's prior written approval. County and TSA retain authority to direct or suspend any activity that affects passenger flow, security, or Airport operations.

All provisions of this Agreement governing Concessionaire's operations, personnel, employee conduct and training, insurance, indemnification, accounting records, reporting, Annual Reports and audits, compliance with applicable laws and regulations, and defaults and remedies shall apply to Concierge Services, except provisions that expressly apply solely to the RT Program. The minimum hours of operation established in Section 6.02 apply solely to the RT Program. Concessionaire shall maintain sufficient personnel to perform confirmed Concierge Services reservations without reducing the staffing required to satisfy the RT Program's minimum hours of operation and service requirements. Concierge Services shall be provided only pursuant to advance reservations by CLEAR members. Concessionaire shall not solicit or accept walk-up business for Concierge Services. Concessionaire shall not place signage or establish a service counter for Concierge Services without the Department's prior written approval.

6.06 Liquidated Damages. The parties acknowledge and agree that failure of Concessionaire and its employees to comply with the security, service and operational standards established by this Agreement will result in an inconvenience to the public, and negatively impact the Airport's reputation. The parties agree that the liquidated damages set forth below are reasonable estimates of the damages that would be incurred for the specified breaches, and Concessionaire agrees to pay to County liquidated damages in accordance with this Section at the amounts specified below upon the occurrence of a specified breach and upon demand by the Department. The amounts listed below are not intended to be a penalty, but a reasonable measure of damages based upon the parties' experience. The availability of liquidated damages shall not preclude County from exercising other remedies, such as termination of this Agreement, due to default. Liquidated damages will not be assessed for circumstances that Concessionaire demonstrates to the satisfaction of the Department are beyond the reasonable control of Concessionaire or its employees, or for temporary, Department-approved disruptions. Nothing herein shall be construed as requiring County or the Department to assess liquidated damages and the Department may elect to issue a warning notice in lieu of assessing liquidated damages in those instances the Department deems it appropriate.

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Violation	Liquidated Damages Amount
Failure to provide Services during the minimum hours of operation.	$250 per incident.
Failure to respond to a customer complaint.	$100 per incident
Failure to timely submit required certification or notification as required by Section 7.02.	$1,000 per Day until the required certification or notification is delivered to the Department.
Failure to maintain a required record or certification as required by Section 7.03.	$1,000 per incident.
Failure to provide a required record or access for audits or inspections as required by Section 7.04.	$1,000 per Day until the required record or access is provided.
Failure to comply with requirements for the collection of RT information, verification of RT Participant identity or passenger-screening requirements as required by Section 7.06.	$1,000 per incident.
Providing passenger assistance through TSA security screening without authorization; entering a jet bridge without authorization; or otherwise conducting services or activities outside the scope authorized by this Agreement.	$1,000 per incident.

ARTICLE 7 – REGULATORY COMPLIANCE

7.01 Requirements for Registered Traveler Information Systems. Concessionaire shall strictly comply with all requirements of the ASP applicable to Concessionaire's operations at the Airport, including, but not limited to, the RT Program ASP Amendment and Attachment "A" to the RT Program ASP Amendment, Requirements for Registered Traveler Information Systems, including adopting and maintaining a conforming System Security Plan. Concessionaire acknowledges and agrees that the TSA shall have the right to modify or immediately suspend RT Program procedures and/or Concessionaire's operations without prior notice as set forth in the RT Program ASP Amendment and agrees that County shall have no liability whatsoever to Concessionaire for any such modification or suspension, including, but not limited to, lost profits. Furthermore, Concessionaire agrees that any such modification or suspension shall not constitute a default by County hereunder. In the event the TSA requires the suspension of Concessionaire's operations, Concessionaire shall not be permitted to recommence operations until the Department provides notice to Concessionaire that Concessionaire is permitted to recommence operations.

7.02 Required Certifications and Notifications. Concessionaire shall maintain a current, properly attested and signed written certification to the Department as required by the RT Program ASP Amendment certifying compliance with Section 536(c) of Public Law 114-4 (Department of Homeland Security Appropriations Act, 2015; March 4, 2015), and shall provide a properly attested and signed recertification to the Department no less than annually. Concessionaire shall provide an annual written notification of the processes, procedures and Equipment used in its operations as required by the RT Program ASP Amendment. All certifications and notifications required by the RT Program ASP Amendment shall be in a form and substance sufficient to satisfy the RT Program ASP Amendment, as determined by the Department. All required certifications and notifications shall be provided to the Department on or before the date required by the Department to ensure the parties' continued compliance with the RT Program ASP Amendment, time being of the essence.

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7.03 Maintenance of Records. Concessionaire shall maintain all records and certifications required by the RT Program ASP Amendment in the format required by the RT Program ASP Amendment and for the timeframes specified in the RT Program ASP Amendment, including, but not limited to, RT enrollment and employee training records.

7.04 Audits and Inspections. Concessionaire shall, at all times, allow County and TSA to review, assess, audit and inspect Concessionaire's operations to ensure compliance with the ASP, including, but not limited to, Concessionaire's compliance with the RT Program ASP Amendment and Attachment "A" to the RT Program ASP Amendment, Requirements for Registered Traveler Information Systems.

7.05 Employee Requirements. Concessionaire acknowledges and agrees that its employees shall be subject to Criminal History Records Checks and Security Threat Assessments as required by 49 CFR Part 1542 and the ASP, including, but not limited to, the RT Program ASP Amendment. Concessionaire shall ensure that all employees are properly trained in their roles and responsibilities under the RT Program as required by the RT Program ASP Amendment. Concessionaire acknowledges and agrees that the Department and TSA may require the removal of any of Concessionaire's employees from the provision of Services at the Airport.

7.06 RT Participant Enrollment and Identity Verification. Concessionaire shall strictly comply with all requirements for the collection of RT information, verification of RT Participant identity and passenger-screening requirements as set forth in the RT Program ASP Amendment.

7.07 Non-interference with TSA/Airport Operations. In no event shall Concessionaire or its employees interfere with the TSA's operations at the Security Checkpoints or Airport operations generally. TSA and the Department shall have the right to require Concessionaire and its employees to immediately cease any activity that results in a disruption or interference with TSA or Airport operations and may require the immediate removal of any employee who disrupts or interferes with TSA or Airport operations.

7.08 Administrative Costs. The Department may require Concessionaire to pay County for its actual costs of ensuring Concessionaire's compliance with the RT Program ASP Amendment, including costs incurred by County for the review, inspection, and audit of Concessionaire's operations and specialized training provided by the Department to Concessionaire's employees. Actual costs include, but are not limited to, the costs of employee staff time, which shall be invoiced at each employee's hourly salary performing the work. Concessionaire shall pay County within thirty (30) days of the date of County's invoice.

7.09 Compliance with the Regulatory Requirements in Article 7; Cure Period; Suspension. Concessionaire shall initiate immediate action to correct any violation of this Article 7, and within seventy-two (72) hours following notification by Department, Concessionaire shall cure any such violation to the Department's satisfaction, in Department's sole and absolute discretion, which may include Concessionaire demonstrating that appropriate mitigation strategies are employed to prevent similar failures. If the Department determines that the extent of violation warrants, the Department may suspend Concessionaire's privileges to provide Services during such cure period. No Liquidated Damages, as provided in Section 6.06, shall accrue during any cure period.

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ARTICLE 8 - IMPROVEMENTS

8.01 Approval of Plans and Specifications and Provision of Drawings. Concessionaire shall install, at Concessionaire's sole cost, all furnishings, Equipment, and Improvements necessary for the customary operation of Concessionaire locations and support areas. Any improvements to be made to or upon the Airport by Concessionaire, including, but not limited to the Assigned Premises or ATO Office Space, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of County. 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 County before any work or construction is commenced. First-class standards of design and construction, as determined by County, shall be complied with in connection with all such work, facilities, and improvements. Sets of plans and materials for all improvements or subsequent changes therein or alterations thereof shall be given to County for review prior to commencement of construction in accordance with the requirements of the Department. After final approval by County, County shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

8.02 Improvements Shall Conform to Statutes and Ordinances. All improvements, fixtures, equipment, and finishes, including the associated plans and specifications, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, including, without limitation, the ADA. Any approval given by County shall not constitute a representation or warranty as to such conformity and responsibility therefor shall at all times remain with Concessionaire.

8.03 Approvals Extend to Design and Aesthetic Matters. Approval of County shall extend to and include design and aesthetic matters, and County reserves the right, at its sole and absolute discretion, to reject any advertising design proposal submitted and to require Concessionaire to resubmit any such design proposal until Concessionaire receives County's approval.

8.04 Disapprovals. In the event of disapproval by County of any portion of any design, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by County. No substantial changes or alterations, as determined by County, shall be made to the design, plans or specifications after initial approval by County, without prior written approval of County.

8.05 Construction Bonds. Concessionaire shall ensure that all improvements are constructed to completion in accordance with the approved design, plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. For any construction or improvements, the value of which exceeds a total of One Hundred Thousand and 00/100 Dollars ($100,000.00), Concessionaire, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Airport, a bond, drawn in a form and issued by a surety approved by County, guaranteeing compliance by Concessionaire of its obligations arising under this Article.

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8.06 Contractor Requirements. Concessionaire shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County's Risk Management Department may reasonably require. County's Risk Management Department may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amounts as County's Risk Management Department reasonably determines to be necessary.

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

8.08 Title to Improvements. All improvements now existing and any additions, alterations, or improvements made to the Assigned Premises or ATO Office Space by Concessionaire (except Personalty not permanently affixed) shall become County's property upon construction or installation, and shall be surrendered with and remain at the Assigned Premises or ATO Office Space upon termination of this Agreement, free and clear of any liens, claims, or encumbrances whatsoever. Any addition, fixture, or other Improvement that is nailed, bolted, stapled, or otherwise affixed to the Assigned Premises and is not readily removable is a leasehold Improvement and shall remain at the Assigned Premises upon termination of this Agreement. The ownership of all utility conduits installed at the Airport, including, without limitation, cable, electric, and telecommunications, shall be deemed to be vested in County upon installation. All such conduits shall be free of all liens, claims, and encumbrances, including, without limitation, any claims of any utility provider.

ARTICLE 9 - MAINTENANCE

9.01 Airport Maintenance Obligations. Subject to the terms, conditions and limitations of this Agreement, County agrees that it will use reasonable efforts to maintain, operate and keep the Terminal in good repair, and it shall provide, or cause to be provided, structural maintenance of the Terminal.

9.02 Concessionaire Maintenance Obligations. Concessionaire shall be obligated, without cost to County, to maintain its Equipment and Personalty, and shall maintain the Premises,

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Improvements, and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable laws, regulations and rules of any governmental entity. Concessionaire shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of Concessionaire's operations thereon or Concessionaire's use of the Premises. Concessionaire hereby agrees that it shall abide by the decision of the Department with respect to any and all such maintenance or repair so long as such is made in good faith. The Department shall be the sole judge of Concessionaire's performance under this Section as to the quality of maintenance and repair. Upon written notice by the Department to Concessionaire, Concessionaire shall perform the required maintenance or repair in accordance with the Department's decision. If Concessionaire has not made a good faith effort, as determined in good faith by the Department, to begin to perform said maintenance or repair within ten (10) days after written notice and to diligently pursue the same to completion, County shall have the right to enter on the Premises and perform the necessary maintenance or repair, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs thereof, plus twenty five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable to County within thirty (30) days from the date of the Department's billing therefor.

9.03 Maintenance and Janitorial Personnel. County shall provide routine janitorial services to maintain the Public Areas of the Airport. Concessionaire shall employ sufficient personnel, and provide the necessary supplies and equipment, to keep the ATO Office Space and all furnishings, fixtures, and Equipment, including stanchions, employed in connection with Concessionaire's operation under this Agreement in a clean, neat, safe, sanitary, and in good working order and condition at all times, keeping them free of rubbish, dirt, insects, rodents and vermin in accordance with the policies set by County as well as all laws, statutes, ordinances, and regulations set by the local and regional governmental agencies.

9.04 Trash/Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Premises and shall provide for its timely removal and placement in the Airport-provided dumpster. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Premises.

ARTICLE 10 – UTILITIES

10.01 Utility Connections and Charges. Concessionaire, at Concessionaire's sole cost and expense, shall be responsible for making all utility connections required for its use and operation of the Concession. In the event Concessionaire wishes to install any utility other than that provided by County, Concessionaire must obtain prior written approval from County. With the exception of electric utility charges to the Premises, which shall be paid by County, Concessionaire shall be responsible for the payment of all utility services, including telephone, data and cable utility services, necessary for the operation of the Concession. Notwithstanding the foregoing, the Department reserves the right to charge Concessionaire for electricity consumed by Concessionaire in the future. In the event the Department elects to charge Concessionaire for electrical service, the Department may require Concessionaire to install separate meters, if feasible, or may cause a monetary estimate of annual electrical consumption to be prepared, which shall be

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payable monthly and may be adjusted from time to time by the Department based on increases in electricity rates. In the event the Department elects to charge Concessionaire for electricity based upon an estimate of electrical consumption, the Department shall provide Concessionaire with the proposed method of estimating consumption for review and comment prior to instituting the additional charge for electrical service. Concessionaire shall coordinate with the Department to conserve electrical consumption by Concessionaire's Equipment to the maximum extent feasible, which may include measures such as turning off certain Equipment no later than one (1) hour after the last airline departure.

10.02 Interruption of Service. County shall not be liable for any interruptions to the utility services provided at the Airport, unless such interruption is the result of the negligence or intentional misconduct of County or its employees.

ARTICLE 11 - DAMAGE OR DESTRUCTION

11.01 Damage to Airport Property. If the Airport or any improvements thereto are damaged in any way whatsoever by the act, default or negligence of Concessionaire or its agents, employees, officers or contractors, Concessionaire shall, at its sole cost and expense, restore the Airport and/or improvements to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such restoration shall be made by Concessionaire in accordance with the construction requirements established by the Department. If Concessionaire fails to restore the Airport and/or improvements as required above, County shall have the right to perform the necessary restoration, and Concessionaire shall be liable to County for payment of all costs incurred by County, plus twenty-five percent (25%) administrative overhead. All restoration costs, plus the administrative overhead cost, shall be due and payable within thirty (30) days from date of written notice.

11.02 Partial Destruction. If the Terminal is damaged or destroyed in part by fire or other casualty, County may terminate this Agreement upon written notice to Concessionaire within ninety (90) days after the date of any such damage or destruction or commence restoration of the Terminal within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Terminal by County pursuant to this paragraph, Concessionaire's obligation to pay the Minimum Annual Guarantee shall be abated proportionately as to that portion of the Terminal rendered unusable by reason of casualty, commencing on the date of the casualty. Notwithstanding the foregoing, Concessionaire shall remain obligated to pay the Privilege Fee. Abatement of the Minimum Annual Guarantee shall continue until thirty (30) days after notice by County to Concessionaire that the Terminal has been substantially repaired or restored. Notwithstanding any provision of this Agreement to the contrary, County shall have no obligation under this Agreement to restore the Terminal in the event the casualty was the result of the act, default or negligence of Concessionaire or its agents, employees, officers or contractors. In such event, Concessionaire shall be obligated to restore the Terminal in accordance with Section 11.01 above.

11.03 Total Casualty. In the event of a total casualty, which renders the Terminal unusable, as reasonably determined by the Department, either party shall have the right to terminate this Agreement within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Agreement; provided,

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however, Concessionaire shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of Concessionaire or Concessionaire's agents, employees, officers or contractors.

11.04 Waiver. Concessionaire hereby waives any claim against County for damages or compensation in the event this Agreement is terminated pursuant to Sections 11.02 or 11.03 above.

11.05 Limitations. Notwithstanding any provision of this Agreement to the contrary, County shall have no obligation to repair, rebuild or restore Concessionaire's Personalty or Equipment or any improvements made by Concessionaire to the Terminal, including, but not limited to, the Kiosks. In the event County elects to repair, rebuild or restore the Terminal following a casualty, County's obligation to repair, rebuild or restore the Terminal pursuant to this Agreement shall exist only to the extent of the insurance proceeds received by County as a result of such casualty. Concessionaire shall not be entitled to and hereby waives any claims against County for any compensation or damage for any loss of use of the Terminal, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, County shall not be liable for any damage or inconvenience or interruption of the business of Concessionaire occasioned by fire or other casualty.

ARTICLE 12 - INDEMNIFICATION

Concessionaire shall protect, defend, reimburse, indemnify and hold County free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character (collectively referred to herein as "Damages") against, or in which County is named or joined, arising out of Concessionaire's obligations under this Agreement or use or occupancy of the Premises by any Concessionaire Party, including, but not limited to those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of a Concessionaire Party's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of a Concessionaire Party or any breach of the terms of this Agreement; provided, however, Concessionaire shall not be responsible to County for Damages that are solely attributable to the negligence or willful misconduct of County. Concessionaire further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to a Concessionaire Party's activities or operations or use of the Premises whether or not Concessionaire was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Concessionaire. Concessionaire recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that County would not enter into this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 13 - INSURANCE

Unless otherwise specified in this Agreement, Concessionaire shall, at its sole cost and expense, maintain in full force and effect at all times during the Term of this Agreement or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Concessionaire acknowledges and agrees that the requirements contained herein as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify the liabilities and obligations assumed under this Agreement.

13.01 Commercial General Liability. Concessionaire shall maintain Commercial General Liability with limits of liability not less than One Million Dollars ($1,000,000) Each Occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal Liability with a limit not less than One Hundred Thousand Dollars ($100,000). Coverage shall be provided on a primary basis.

13.02 Business Auto Liability. Concessionaire shall maintain Business Automobile Liability with limits of liability not less than One Million Dollars ($1,000,000) Each Occurrence for owned, non-owned and hired automobiles. In the event Concessionaire has no owned automobiles, the requirement shall be to maintain Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Coverage shall be provided on a primary basis.

13.03 Workers' Compensation & Employer's Liability. Concessionaire shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.

13.04 Additional Insured Endorsement. Concessionaire shall endorse County as an Additional Insured on each liability insurance policy required to be maintained by Concessionaire, except for Workers' Compensation and Business Auto Liability. The "Additional Insured" endorsement shall provide coverage on a primary basis. Each "Additional Insured" endorsement shall read: "*Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees*", or as otherwise approved or modified by County.

13.05 Certificate of Insurance. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed, Concessionaire shall provide County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "*Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, ATTN: Airport Properties, 846 Airport Center Drive, West Palm Beach, FL 33406, E-mail: properties@pbc.gov*", or as otherwise approved or modified by County.

13.06 Waiver of Subrogation. By entering into this Agreement, Concessionaire agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Concessionaire shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The requirements of

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this paragraph shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage if Concessionaire enters into such an agreement on a pre-loss basis.

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

13.08 Right to Review or Reject Insurance. County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements required by this Article from time to time throughout the Term and any extension thereof. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Concessionaire a written notice of rejection, and Concessionaire shall comply within thirty (30) days of receipt of the notice.

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

ARTICLE 14 - TERMINATION/DEFAULT

14.01 Termination. This Agreement shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Section 3.02, in which event this Agreement shall automatically terminate at the end of the Renewal Term.

14.02 Termination for Convenience. Subject to the terms and conditions of this Agreement, either party may, in its sole and absolute discretion, terminate this Agreement upon one hundred eighty (180) days advance written notice to the other party.

14.03 Default by Concessionaire. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Concessionaire:

A. The vacating or abandonment of the Concession by Concessionaire.

B. The failure by Concessionaire to observe and perform the covenants, conditions and provisions of Article 7 of this Agreement to be observed or performed by Concessionaire or its employees resulting in a violation of the ASP, beyond the cure period provided in Section 7.09.

C. The failure by Concessionaire to make any payment required to be made by Concessionaire hereunder, as and when due, where such failure continues for a period of ten (10) days after written notice thereof from County to Concessionaire.

D. The failure by Concessionaire to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by

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Concessionaire, where such failure shall continue for a period of thirty (30) days after written notice from County to Concessionaire; provided, however, that if the nature of Concessionaire's default is such that more than thirty (30) days are reasonably required for its cure, then Concessionaire shall not be deemed to be in default if Concessionaire commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Nothing contained in this paragraph shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided in this Agreement and shall not apply to failures identified as an immediate material default.

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

F. The discovery by County that any information given to County by Concessionaire relating to this Agreement was materially false.

G. A default by Concessionaire of any other agreement, permit or lease between County and Concessionaire, which default has not been cured within the applicable cure period provided in such agreement, permit or lease.

14.04 County's Remedies for Default. In the event of a material default or breach of this Agreement by Concessionaire, County may, with or without notice or demand, pursue any available right or remedy at law or equity including the right, at its option, to immediately terminate this Agreement. Upon such termination, Concessionaire shall immediately cease its operations at the Airport. Such termination shall be without prejudice to County to any remedy for arrearages or payments due hereunder or breach of covenant or damages for the balance of the sums due hereunder, payable through the full Term of this Agreement, or any other damages or remedies whatsoever.

14.05 Default by County. Concessionaire may terminate this Agreement, if Concessionaire is not in default of this Agreement (including, but not limited to, its payments to County hereunder), upon sixty (60) days advance written notice to County to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes and remaining in force of such injunction for a period of at least ninety (90) consecutive days.

B. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of sixty (60) consecutive days after receipt from Concessionaire of

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written notice to remedy same provided, however, that if the nature of County's obligations is such that more than sixty (60) days are required for performance then County shall not be in default if County commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, a notice of termination shall not be of any force or effect if County has remedied the default prior to receipt of Concessionaire's notice of cancellation.

C. 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 a manner as to substantially restrict the operation of Concessionaire, for a period of at least ninety (90) consecutive days.

14.06 Remedies Due to Default of County and Rights Upon Termination by Convenience. In the event this Agreement is terminated by County for convenience pursuant to Section 14.02, or by Concessionaire for default by County pursuant to Section 14.05, Concessionaire's sole and exclusive remedy shall be termination of this Agreement and release from obligations accruing after the effective date of termination, except those obligations that expressly survive termination. Concessionaire shall not be entitled to compensation or damages arising from such termination, including reimbursement of costs or expenses, lost profits, or loss of business opportunity. Nothing in this Section shall eliminate Concessionaire's entitlement to any credit or refund otherwise required under Section 5.12 or return of the Payment Guarantee in accordance with Section 5.08.

14.07 Surrender of Premises. Notwithstanding the obligations of Concessionaire and rights of County provided for herein, Concessionaire expressly agrees that upon termination or expiration of this Agreement it shall immediately surrender the Premises to County free and clear of all Personalty of Concessionaire. Concessionaire shall complete all repairs and obligations for which it is responsible by the earliest practical date prior to surrender. Any Personalty of Concessionaire not removed in accordance with this provision may be removed and placed in storage by the Department, which shall be stored at the sole cost and expense of Concessionaire. Failure on the part of Concessionaire to reclaim same, as provided by law, shall constitute a gratuitous transfer of title to County for whatever disposition is deemed to be in the best interest of County.

ARTICLE 15 - ASSIGNMENT, SUBLETTING, AND SURRENDER

Concessionaire shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement or any portion thereof ("Assignment"), without the prior written consent of County. Any such attempted Assignment without County approval shall be null and void. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. County may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder after such Assignment.

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ARTICLE 16 - LAWS, REGULATIONS, PERMITS AND TAXES

16.01 General.

A. Concessionaire agrees that throughout the Term of this Agreement, Concessionaire shall remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars, County's Airport Rules and Regulations and the ADA.

B. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Department may, from time to time require, in connection with County's Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended. Any and all costs incurred by Concessionaire associated with the training and instructional programs shall be borne solely by Concessionaire.

16.02 Permits and Licenses Generally. Concessionaire agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Agreement by any federal, state or local governmental entity or any court of law having jurisdiction over Concessionaire or Concessionaire's operations and activities, for any activity of Concessionaire's conducted on the Airport and for any and all operations conducted by Concessionaire including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Concessionaire's operations and activities on the Airport have been obtained and are in full legal compliance. Upon the written request of the Department, Concessionaire shall provide to Department certified copies of any and all permits and licenses which Department may request.

16.03 Air and Safety Regulations. Concessionaire agrees that it shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of County and Department and with safety standards imposed by applicable federal, state and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Concessionaire resulting from, or in any way related to, the conduct of Concessionaire's business on the Airport. Concessionaire hereby agrees that neither Concessionaire, nor employee or contractor or any person working for or on behalf of Concessionaire, shall require any personnel engaged in the performance of Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

16.04 Payment of Taxes. Concessionaire shall pay any and all taxes and other costs lawfully assessed against its improvements and its operations under this Agreement. Concessionaire shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate

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legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Concessionaire's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, Concessionaire shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 17 - NONDISCRIMINATION

17.01 Nondiscrimination in County Contracts. County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Concessionaire warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, Concessionaire represents and warrants that it will comply with County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Concessionaire shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Concessionaire retaliate against any person for reporting instances of such discrimination. Concessionaire shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. Concessionaire understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Concessionaire shall include this language in its subcontracts.

17.02 Federal Contract Provisions. Concessionaire shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "B", attached hereto. County may update the Federal Contract Provisions by providing written notice thereof to Concessionaire, whereupon, this Agreement shall be considered amended, without formal amendment thereto, to replace Exhibit "B". Concessionaire shall require all contractors, subcontractors, sub-concessionaires, joint venture partners and any other company doing business by, or through Concessionaire, at the Airport to comply with the Federal Contract Provisions of this Agreement and shall incorporate the Federal Contract Provisions in all subcontracts and agreements with companies performing services under this Agreement.

17.03 Americans with Disabilities Act. Concessionaire shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility

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Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Part 27, and shall cooperate with County to ensure Concessionaire remains in compliance with such requirements throughout the Term of this Agreement.

ARTICLE 18 - NOTICES

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to County:

Palm Beach County Department of Airports
ATTN: Airport Director
846 Airport Center Drive
West Palm Beach, FL 33406-1470

With copy to:

Palm Beach County Attorneys' Office
ATTN: Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

If to Concessionaire:

Alclear, LLC, d/b/a CLEAR
85 10th Avenue, 9th Floor
New York, NY 10011

With copy to:

Alclear, LLC, d/b/a CLEAR
ATTN: General Counsel
85 10th Avenue, 9th Floor
New York, NY 10011

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

ARTICLE 19 - DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND CONCESSIONAIRE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONCESSIONAIRE, ITS

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EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY OR ITS EMPLOYEE'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE USE OF THE AIRPORT BY CONCESSIONAIRE PURSUANT TO THIS AGREEMENT. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND CONCESSIONAIRE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS AGREEMENT. FURTHERMORE, CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT, WAS AT ITS SOLE RISK.

ARTICLE 20 - GOVERNMENT RESERVATIONS AND RESTRICTIONS

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

20.02 Federal Review. Concessionaire acknowledges this Agreement may be subject to review or inspection by the FAA or the State of Florida to determine satisfactory compliance with Federal or State law and/or grant assurance requirements and agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA or State of Florida, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Agreement which shall be determined by the FAA or the State of Florida to be in violation of existing laws, regulations, grant assurances or other requirements.

20.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County, of the right to assess, levy, and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the business or property of Concessionaire.

20.04 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of

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the Terminal together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

20.05 Operation of Airport. Concessionaire expressly agrees for itself, its subleassees, successors and assigns, to prevent any use of the Airport, which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

20.06 Release. Concessionaire acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

20.07 Improvement of the Airport. Concessionaire acknowledges and agrees that County shall have the right to further develop or improve the Airport, including, but not limited to, the airfield, Terminal, Security Checkpoint(s) and Public Areas, as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

20.08 Covenants, Conditions, and Restrictions. This Agreement is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Terminal.

ARTICLE 21 - AIRPORT SECURITY

21.01 Airport Security Program. Concessionaire agrees to observe all federal, state and local laws, rules and security requirements applicable to Concessionaire's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations, and Title 49, Part 1542 of the Code of Federal Regulations, and the Palm Beach County Criminal History Record Check Ordinance (No. R-2013-023), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County or the Department, and to take such steps as may be necessary or directed by County or the Department to ensure that employees, subtenants, invitees, contractors and guests observe these requirements. If required by The Department, Concessionaire shall conduct background checks of its Employees in accordance with applicable federal, state and local laws. The Department shall have the right to require the removal or replacement of any Employee of Concessionaire at the Airport that the Department has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees, contractors or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to County all such costs and expenses, including all costs of any administrative proceedings, court costs, and attorneys' fees and costs incurred by County in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, County may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

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21.02 Security Identification. Concessionaire shall obtain Airport identification badges for its employees as required by the Airport Security Program at Concessionaire's sole cost and expense. The Department shall have the right to require removal of any employee of Concessionaire at the Airport determined by the Department to present a risk to public safety or security at the Airport. Concessionaire shall be responsible for the prompt recovery of Airport keys and security identification badges.

21.03 Audit of Access Media. Concessionaire shall conduct an annual self-audit of County access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide County 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 percent (5%) of the access media issued for the affected lock or device.

21.04 Unauthorized Personnel. Concessionaire's employees shall identify, challenge, and immediately report all unauthorized personnel (anyone without proper Airport-issued identification) to Palm Beach County Sheriff's Office in the Terminal and to Airport Operations.

21.05 Security of the Airport. Concessionaire acknowledges and accepts full responsibility for the security and protection of all personal property, inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all ordinances, rules and regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Concessionaire fully understands that the police security protection provided by County is limited to that provided by the Palm Beach County Sheriff's Office to any other business situated at the Airport, and expressly acknowledges that any special security measures deemed necessary or desirable by Concessionaire shall be the sole responsibility of Concessionaire and shall involve no cost to County.

ARTICLE 22 - MISCELLANEOUS

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

22.02 Authorized Uses Only. Notwithstanding any provision of this Agreement to the contrary, Concessionaire shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for County or Concessionaire.

22.03 Waivers. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that

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the County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

22.04 Exclusive Rights. Concessionaire's rights under this Agreement are non-exclusive. Notwithstanding any provision of this Agreement to the contrary, County shall retain the right to grant the same or similar privileges under separate agreements to other lessees or concessionaires at the Airport.

22.05 Subordination to Bond Resolution. This Agreement and all rights granted to Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Concessionaire agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and County with the terms and provisions of this Agreement and the Bond Resolution.

22.06 Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or the State of Florida, or any of their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Concessionaire agrees it shall comply with all Grant Obligations applicable to Concessionaire by virtue of this Agreement. County agrees to provide Concessionaire with written notice of any new or amended Grant Obligations, which modify Concessionaire's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

22.07 County's Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Concessionaire or its operations. County's obligations under this Agreement are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair County's governmental functions, including, without limitation, County's right to lawfully exercise its regulatory authority over the development of the Airport, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of County's governmental authority.

22.08 Consent or Action. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute

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and unfettered discretion of County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Agreement requires County's or Department's consent or approval or permits County or Department to act, such consent, approval or action may be given or performed by the Airport Director or his or her designee. If Concessionaire requests County or Department's consent or approval pursuant to any provision of the Agreement and County or Department fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

22.09 Rights Reserved to County. All rights not specifically granted to Concessionaire by this Agreement are reserved to County.

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

22.11 Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

22.12 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

22.13 Inspections. The authorized employees and representatives of County and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right of access to any area at the Airport leased or licensed for Concessionaire's use hereunder, including any storage areas, at all reasonable times for the purposes of inspection for compliance with the provisions of this Agreement and/or applicable laws.

22.14 No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement including but not limited to any citizen or employees of County and/or Concessionaire.

22.15 Remedies Cumulative. Except as otherwise provided for herein, the rights and remedies of the parties with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

22.16 Paragraph Headings. The headings of the various articles and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

22.17 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

22.18 Performance. The parties expressly agree that time is of the essence in this Agreement and the failure by County or Concessionaire to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the aggrieved party without

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liability, in addition to any other rights or remedies, relieve the aggrieved party of any obligation to accept such performance.

22.19 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Section 287.133(3)(a), Florida Statutes.

22.20 Scrutinized Companies.

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and Concessionaires who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Concessionaire is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of County.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and Concessionaires who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Concessionaire is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of County.

If County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

22.21 Excusable Delay. Any party in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Agreement.

22.22 Incorporation by References. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

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22.23 Entirety of Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.24 No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

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

22.26 Counterparts. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. County may execute the Contract through electronic or manual means. Concessionaire shall execute by manual means only, unless County provides otherwise.

22.27 E-Verify. Employment Eligibility Concessionaire warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Concessionaire's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Concessionaire shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. Concessionaire shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Agreement if it has a good faith belief that Concessionaire has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Concessionaire's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Concessionaire to terminate its contract with the subcontractor and Concessionaire shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Concessionaire shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Concessionaire shall also be liable for any additional costs incurred by County as a result of the termination.

22.28 Disclosure Of Foreign Gifts And Contracts With Foreign Countries Of Concern. Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, Concessionaire certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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22.29 Human Trafficking Affidavit. Concessionaire warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Concessionaire has executed Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

22.30 Digital Accessibility Compliance. Concessionaire acknowledges that County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Concessionaire represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Concessionaire shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Concessionaire shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by County to be noncompliant, Concessionaire shall promptly remediate the noncompliance at no additional cost to County and within a timeframe specified by County. Concessionaire shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to County is provided. Failure to comply with this subsection shall constitute a material breach of this Agreement.

22.31 Prohibition Against Using Diversity, Equity And Inclusion Material – F.S. 287.139. Concessionaire hereby certifies to County that Concessionaire does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 125.595, Florida Statutes, as amended and superseded from time to time.

22.32 Force Majeure. Notwithstanding anything to the contrary set forth herein, neither party shall be liable for failure to perform any of its obligations under this Agreement in the event it is prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, accident, weather, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control. When there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure preventing that party from, or delaying that party in, performing its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance and to fulfill its or their obligations under this Agreement. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. An event of force majeure does not relieve either party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay any sum due hereunder to the other party in a timely manner.

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22.33 Survival. Notwithstanding any early termination of this Agreement, Concessionaire shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Concessionaire hereunder arising prior to the date of such termination.

{Remainder of page intentionally left blank.}

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

ATTEST:
Yvette Drucker
Clerk of the Circuit Court & Comptroller

_____
Clerk

(Seal)

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

_____
, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

_____
Director, Department of Airports

Signed, sealed & delivered in the presence of two witnesses for Concessionaire:

Signed by:
Jules Gansl
92DE78BEEA3E462...
Signature
Jules Gansl
Print Name

Signed by:
Matthew Spaargaren
F07B48095C504A7...
Signature
Matthew Spaargaren
Print Name

CONCESSIONAIRE:
Alclear, LLC, d/b/a CLEAR

By: Signed by:
Jennifer Hsu
B203F2333F1B420...
Signature
Jennifer Hsu
Print Name
Chief Financial Officer
Title

(Seal)

EXHIBIT "A"
ATO OFFICE SPACE

A total of approximately 486 square feet of Airline Ticket Office in two (2) offices in "Pod A", at the west end of Level 3 of the Terminal, identified as Room 3004 (304 square feet) and Room 3001 (182 square feet) as depicted below.

Floorplans of the airport are CONFIDENTIAL and exempt from the public records release under F.S. 119.071(3)(b)

EXHIBIT "B"

FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations. The Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination. The Concessionaire, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports. The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this Contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Concessionaire under this Contract until the Concessionaire complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions. The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the Concessionaire, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, 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), including amendments thereto;
- 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. The Concessionaire for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree 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 Concessionaire will use the Concessionaire Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Concessionaire' use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Concessionaire for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

E. General Civil Rights Provision. The Concessionaire 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by Concessionaire and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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EXHIBIT "C"
ANNUAL REPORT REQUIREMENTS

Part I: Registered Traveler Verification Program.
For Concierge Services, see Part II.

The Annual Report detailing Concession Fees applicable to the Registered Traveler Verification Program shall follow the procedures and requirements set forth below:

1. Obtain from Concessionaire management a summary of Unique Member Verifications, Privilege Fees, Concession Fees, Year-To-Date Minimum Annual Guarantees and actual payments made to County by month for the applicable Contract Year, and include at Attachment "A", *Analysis of Unique Member Verifications and Privilege Fees*, and Attachment "B", *Analysis of Concession Fees*. Compare the number of Unique Member Verifications from the data received from Concessionaire management to the summary received from Concessionaire management. Document any exceptions;

2. Obtain from Concessionaire management the monthly report required pursuant to Section 5.02 of the Agreement ("Monthly Report"), which Concessionaire stated it remitted to Palm Beach County, for each of the months for the applicable Contract Year. On Attachment "A", agree the *Total Number of Unique Member Verifications for each month per the Monthly Report* to column A. Agree the *Total Privilege Fees for Each Month per the Monthly Reports* to column D;

3. Obtain a query output ("Airport Query Results") of Unique Member Verifications at the Airport from Concessionaire management for each month for the applicable Contract Year. The Airport Query Results shall contain the verification date, airport code, verification month, and number of Unique Member Verifications, and exclude Non-Unique Member Verifications. On Attachment "A", agree the *Total # of Unique Member Verifications per "Airport Query Results"* to column B;

4. For each month for the applicable Contract Year based on the Airport Query Results, compare the Unique Member Verifications to the criteria defined in Article 2 of the Agreement;

5. On Attachment "A" recalculate the difference between column A and column B, to column C, *Variance*;

6. On Attachment "A" multiply the *Total # of Unique Member Verifications per "Airport Query Results"*, per column B, times fifty cents ($0.50) and include the product in column E, *Recalculated Privilege Fees*;

7. On Attachment "A", in column F, *Variance*, recalculate the difference between column D, *Total Privilege Fees for Each Month per the Monthly Reports*, and column E, *Recalculated Privilege Fees*;

8. On Attachment "B", in column A, recalculate the *Year-to-Date Minimum Annual Guarantee*, for each month of the applicable Contract Year;

9. From the Airport Query Results, agree the *Year-To-Date Privilege Fees* for each month of the applicable Contract Year in column B of Attachment "B";

10. On Attachment "B", in column C, *YTD Greater Amount*, recalculate the greater of column A or column B;

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EXHIBIT "C"
ANNUAL REPORT REQUIREMENTS

11. On Attachment "B", in column D, agree the *Year-to-Date Concession Payments* using canceled checks, remittance records, County receipts, or other payment evidence;

12. On Attachment "B", in column E, *Variance (Overpaid)/ Underpaid*, calculate the difference between column C and column D;

13. Observe the query used to generate the Airport Query Results described above and perform the following procedure:

    A. Observe the SQL code in Concessionaire's data warehouse used to generate the Airport Query Results and observe whether the SQL query logic appears designed to appropriately identify and distinguish Unique Member Verifications and Non-Unique Member Verifications in accordance with the Agreement.

14. Obtain from Concessionaire management a summary of Non-Unique Member Verifications by month for the applicable Contract Year, and include at column A on Attachment "C". Copy the values from column A on Attachment "A" (*Total Number of Unique Member Verifications for each month per the Monthly Report*) to column B on Attachment "C". Add column A to column B to calculate the total number of verifications and put the resulting sum in column C, *Total # of Verifications (Non-Unique and Unique)*. Calculate the percentage (%) of non-unique verifications in column D on Attachment "C" by dividing column A by column C;

15. From the Airport Query Results, select a sample of a minimum of twenty-five (25) Unique Member Verifications that occurred during the applicable Contract Year. From the underlying records supporting the summary obtained under Procedure 14, select a sample of a minimum of twenty-five (25) Non-Unique Member Verifications that occurred during the applicable Contract Year. Compare the Unique Member Verifications and Non-Unique Member Verifications to the criteria set forth in Article 2 of the Agreement.

16. In Attachment "D", provide a summary of the sample results of Unique Member Verifications and Non-Unique Member Verifications selected for testing, including for each sampled item: (i) the verification date, (ii) transaction or verification identifier, (iii) classification as Unique Member Verification or Non-Unique Member Verification, (iv) the basis for classification, (v) the criteria tested pursuant to the Agreement, and (vi) the results of the testing, including any discrepancies or exceptions identified. The exhibit table demonstrating the sampling performed shall separately identify all exceptions noted during testing and document any expansion of the sample population required pursuant to the Agreement.

17. Report any discrepancies noted in the sampling performed. If one (1) discrepancy is identified during sampling, the sample population shall be expanded to thirty-five (35) Unique Member Verifications and thirty-five (35) Non-Unique Member Verifications and the same procedures shall be performed. If two (2) or more discrepancies are identified during sampling, the sample population shall be expanded to forty (40) Unique Member Verifications and forty (40) Non-Unique Member Verifications and the same procedures shall be performed. County may require additional sampling or full population testing at Concessionaire's expense if material discrepancies continue to be identified.

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Attachment "A" to Exhibit "C" - Analysis of Unique Member Verifications and Privilege Fees
For the period from January 1, 20xx to December 31, 20xx

	Total Number of Unique Member Verifications			Privilege Fees		
	A.	B.	C.	D.	E.	F.
	Total # of Unique Member Verifications per the Monthly Reports	Total # of Unique Member Verifications per "Airport Query Results"	Variance (Over reported)/ Under reported (B. – A.)	Total Privilege Fees per the Monthly Reports	Recalculated Privilege Fees (B. * $0.50)	Variance (Over reported)/ Under reported (E. – D.)
January 20xx	X	X	-	$X.XX	$X.XX	$ -
February 20xx	X	X	-	$X.XX	$X.XX	$ -
March 20xx	X	X	-	$X.XX	$X.XX	$ -
April 20xx	X	X	-	$X.XX	$X.XX	$ -
May 20xx	X	X	-	$X.XX	$X.XX	$ -
June 20xx	X	X	-	$X.XX	$X.XX	$ -
July 20xx	X	X	-	$X.XX	$X.XX	$ -
August 20xx	X	X	-	$X.XX	$X.XX	$ -
September 20xx	X	X	-	$X.XX	$X.XX	$ -
October 20xx	X	X	-	$X.XX	$X.XX	$ -
November 20xx	X	X	-	$X.XX	$X.XX	$ -
December 20xx	X	X	-	$X.XX	$X.XX	$ -
Total	**X**	**X**	**-**	**$X.XX**	**$X.XX**	**$ -**

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Attachment "B" to Exhibit "C" - Analysis of Concession Fees
For the period from January 1, 20xx to December 31, 20xx

	YTD Minimum Annual Guarantee vs. YTD Privilege Fee			Concession Payments	
	A.	B.	C.	D.	E.
	Year-to-Date Minimum Annual Guarantee	Year-to-Date Privilege Fees	YTD Greater Amount (Greater of A. or B.)	Year-to-Date Concession Payments per the Monthly Report	Variance (Overpaid)/ Underpaid
January 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
February 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
March 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
April 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
May 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
June 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
July 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
August 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
September 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
October 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
November 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
December 20xx	$X.XX	$X.XX	$X.XX	$X.XX	$ -
Total	**$X.XX**	**$X.XX**	**$X.XX**	**$X.XX**	**$ -**

***The year-end amount is the December value; do not sum the monthly year-to-date amounts.**

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Attachment "C" to Exhibit "C" - Analysis of Non-Unique Member Verifications

For the period from January 1, 20xx to December 31, 20xx

	A.	B.	C.	D.
	Total # of Non-Unique Member Verifications per Management Summary	**Total # of Unique Member Verifications per the Monthly Report**	**Total # of Verifications (Non-Unique and Unique) (A. + B.)**	**% of Non-Unique Member Verifications (A. / C.)**
January 20xx	X	X	-	-%
February 20xx	X	X	-	-%
March 20xx	X	X	-	-%
April 20xx	X	X	-	-%
May 20xx	X	X	-	-%
June 20xx	X	X	-	-%
July 20xx	X	X	-	-%
August 20xx	X	X	-	-%
September 20xx	X	X	-	-%
October 20xx	X	X	-	-%
November 20xx	X	X	-	-%
December 20xx	X	X	-	-%
Total	**X**	**X**	**-**	**-%**

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Attachment "D" to Exhibit "C" – Testing of a Sample of Unique and Non-Unique Member Verifications

For the period from January 1, 20xx to December 31, 20xx

Unique Member Verifications				Non-Unique Member Verifications				
Unique Verification Sample #	**Verification Date**	**Transaction or Verification Identifier**	**Supported by Active and Valid CLEAR Membership? (Yes or No)**	**Non-Unique Verification Sample #**	**Verification Date**	**Transaction or Verification Identifier**	**Appropriately Identified in Accordance With the Agreement Definition? (Yes or No)**	**If Yes, Reason? (Duplicate, Employee, Testing Quality Control, Demonstration. or Minor)**
1				1				
2				2				
3				3				
4				4				
5				5				
6				6				
7				7				
8				8				
9				9				
10				10				
11				11				
12				12				
13				13				

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Attachment "D" to Exhibit "C" Continued – Testing of a Sample of Unique and Non-Unique Member Verifications
For the period from January 1, 20xx to December 31, 20xx

Unique Member Verifications				Non-Unique Member Verifications				
Unique Verification Sample #	**Verification Date**	**Transaction or Verification Identifier**	**Supported by Active and Valid CLEAR Membership? (Yes or No)**	**Non-Unique Verification Sample #**	**Verification Date**	**Transaction or Verification Identifier**	**Appropriately Identified in Accordance With the Agreement Definition? (Yes or No)**	**If Yes, Reason? (Duplicate, Employee, Testing Quality Control, Demonstration. or Minor)**
14				14				
15				15				
16				16				
17				17				
18				18				
19				19				
20				20				
21				21				
22				22				
23				23				
24				24				
25				25				

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EXHIBIT "C"
ANNUAL REPORT REQUIREMENTS

Part II: Concierge Services.

For each Contract Year, perform the following agreed-upon procedures concerning Concierge Services Gross Receipts, Concierge Service Fees, payments, and credits pursuant to Sections 5.11, 5.12, and 5.21 of the Agreement. Present the monthly and annual reconciliation in accordance with Attachment "E" to Exhibit "C" of the Agreement. Report the factual findings for each procedure, including procedures for which no exceptions were identified. Identify any unavailable records or procedures that could not be completed and the reason.

1. Records and populations. Obtain the monthly statements submitted to County under Section 5.21, corresponding Concierge Service Fee remittances and County receipts, and complete monthly summaries of Airport bookings, services, billing or revenue, payment, cancellations, refunds, and credits, including transactions through affiliates, agents, and booking platforms. Obtain the supporting transaction records needed to perform the procedures below. Record the populations and record sources used.

2. Completeness reconciliation. Compare the monthly totals of completed Airport Concierge Services and retained Airport cancellation and no-show charges in the booking and service records with the corresponding amounts in the billing or revenue records and the monthly statements submitted to County. Compare the monthly totals of permitted refunds reflected in the refund records with the amounts reported to County. Identify and report differences, including transactions or amounts reflected in the source records but not in the monthly statements submitted to County.

3. Monthly revenue and fee calculations. Prepare Attachment E for all twelve months, or each month or portion thereof within the Term during the Contract Year. Recalculate monthly reportable charges, including permitted discounts and allocations determined under Section 5.21; cancellation and no-show charges; separately stated taxes actually remitted; and refunds of amounts previously reported. Recalculate Gross Receipts and the ten percent (10%) Concierge Service Fee pursuant to Section 5.21 of the Agreement. Compare the recalculated amounts with each monthly statement submitted to County and report differences. Do not deduct commissions, platform fees, processing fees, staffing costs, or other operating expenses. Provide a supporting reconciliation for Procedures 2 and 3 showing monthly source-record totals, amounts reported to County, recalculated amounts, and explanations of differences. Identify the records used and submit the supporting reconciliation with Attachment "E" in a format acceptable to the Department.

4. Transaction samples. The independent Certified Public Accountant shall select ten (10) service transactions, five (5) additional transactions involving an allocation of charges to the Airport, and five (5) refund or cancellation/no-show transactions from the respective Contract Year populations. If both refunds and cancellation/no-show transactions occurred during the Contract Year, select at least one transaction from each category. Test all transactions in a population when it contains fewer than the applicable sample size. Describe the selection method and report the population size, number selected, and findings. For each sampled service transaction, compare the Airport location, service date, reported charge, discount, tax exclusion, allocation, and reporting month with the supporting records obtained under Procedure 1 and the requirements of Section 5.21 of the Agreement. For each sampled refund, compare the refund amount and date with evidence of payment, trace the original transaction to amounts previously reported, and determine whether the refund was deducted more than once. For each sampled cancellation or no-show

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transaction, compare the amount retained and the date Concessionaire became entitled to retain it with the supporting records and the month reported to County. Report a pass or fail finding for each sampled transaction and describe each exception identified. Individual transaction-level dollar amounts need not be included in the report. Report the aggregate effect of identified exceptions on Gross Receipts and Concierge Service Fees by affected reporting month, if determinable. If the financial effect cannot be determined, state the reason.

5. Allocation methods. Obtain each allocation methodology used during the Contract Year for bundled, membership, or multiple-location charges. The Concessionaire shall have sole discretion over the selection of each allocation methodology and shall provide each methodology to the Department in writing. Compare the methodologies used with generally accepted accounting principles (GAAP). For each allocated transaction included in the sample under Procedure 4, recalculate the Airport allocation using the written methodology provided to the Department and report a pass or fail finding. For each sampled transaction involving an amount excluded under a third-party benefit arrangement, compare the excluded amount with the terms of the arrangement and records supporting the amount owed and paid to the third party, and report a pass or fail finding. Describe each exception and identify any missing documentation. Individual transaction-level dollar amounts need not be included in the report. Include the aggregate financial effect of identified exceptions in the reporting required under Procedure 4.

6. Year-end reporting. Select five (5) Airport transactions from the source booking, service, cancellation, and refund records for December of the Contract Year and five (5) from those records for January of the following year. Select all transactions when either monthly population contains fewer than five transactions. Compare the reporting month with the service date, cancellation or no-show entitlement date, or refund date, as applicable under Section 5.21. For advance payments in the sample, inspect the related service or cancellation records to determine the required reporting month. Report a pass or fail finding for each sampled transaction. Identify transactions omitted from the monthly statements or reported in a month other than the month required by Section 5.21, and identify the required and actual reporting months, as applicable. Individual transaction-level dollar amounts need not be included in the report. Include the aggregate financial effect of identified exceptions in the reporting required under Procedure 4.

7. Payments and credits. For each month, compare Concierge Service Fee payments and credits reported in Attachment "E" with remittance records, County receipts, and supporting credit records. Recalculate the fee due, credits generated and applied, and the amount underpaid or overpaid. Trace the opening credit balance to the preceding year's reconciliation or other supporting records and the closing balance to the following month. Report differences, unsupported credits, and amounts due.

8. No activity. If Concessionaire reports no Concierge Services activity during the Contract Year, inspect the Airport booking and service records and the Concierge Services billing or revenue records for the Contract Year. Report any Airport activity identified in those records and compare it with the monthly statements submitted to County.

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Attachment "E" to Exhibit "C" Continued - Concierge Services Annual Reconciliation
For the period from January 1, 20xx to December 31, 20xx

Table 1- Monthly Gross Receipts and New Refund Credits

	A.	B.	C.	D.	E.	F.
Month	**Airport Charges Before Third-Party Exclusions**	**Permitted Third-Party Exclusions**	**Reportable Charges Before Refunds (A-B)**	**Permitted Refunds**	**Gross Receipts Subject to Fee MAX(C-D ,0)**	**New Refund Fee Credit 10% × MAX (D − C, 0)**
January 20xx						
February 20xx						
March 20xx						
April 20xx						
May 20xx						
June 20xx						
July 20xx						
August 20xx						
September 20xx						
October 20xx						
November 20xx						
December 20xx						
Annual Total						

Enter monthly amounts in the periods required by Section 5.21. Column A includes Airport service charges and retained cancellation/no-show charges after permitted discounts and applicable allocations, excluding permitted taxes and before the third-party exclusions shown in Column B. Column B includes only exclusions permitted under Section 5.21(A). Column D includes only refunds actually issued for amounts previously reported. Do not deduct an amount more than once. Retain supporting records. Calculate Columns E and F separately for each month, then sum Columns A through F for the annual totals. Annual fees before credits equal ten percent (10%) of annual Column E.

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Attachment "E" to Exhibit "C" Continued - Concierge Services Annual Reconciliation
For the period from January 1, 20xx to December 31, 20xx

Table 2 – Monthly fees, payments, and carried-forward credits.

	A.	B.	C.	D.	E.	F.	G.
Month	**Fee Before Credits 10% X Table 1, Column E**	**Opening Refund Fee Credit (Prior month's closing balance.)**	**Refund Fee Credit Applied MIN(A, B + Table 1, Column F)**	**Net Fee Payable A – C**	**Payments Applied (Actual payments attributable to the reporting month.)**	**Underpaid / (Overpaid) D - E**	**Closing Refund Fee Credit B + Table 1, Column F - C**
January 20xx							
February 20xx							
March 20xx							
April 20xx							
May 20xx							
June 20xx							
July 20xx							
August 20xx							
September 20xx							
October 20xx							
November 20xx							
December 20xx							
Annual Total							

Carry each month's closing refund fee credit in Column G to the following month's opening balance in Column B. Support the January opening balance with the preceding year's reconciliation or other applicable credit records. Attribute payments to the reporting month to which they apply, regardless of payment date.

For annual totals, sum Columns A, C, D, E, and F. Show the January opening balance in Column B and the December closing balance in Column G; do not sum those two columns. Positive amounts in Column F indicate underpayment; amounts in parentheses indicate overpayment. Report interest and other adjustments separately, with supporting explanations.

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Attachment "E" to Exhibit "C" Continued - Concierge Services Annual Reconciliation
For the period from January 1, 20xx to December 31, 20xx

Table 3 – Sample Results Requirements.
Provide a separate entry for each sampled transaction containing the information listed below. Identify the applicable procedure, population size, number tested, and selection method. Individual transaction-level dollar amounts need not be included in the report, but the Certified Public Accountant shall inspect the underlying amounts and supporting records necessary to perform the procedures. Describe each failed result and report the aggregate financial effect of exceptions as required under Procedure 4. This reporting format does not limit County's access to supporting records under Section 5.11 or the reporting of dollar amounts required under Procedures 2, 3, and 7.

Field	What to show
Sample reference and category	Service, allocated transaction, refund, cancellation / no-show or year-end transaction
Transaction identifier	Identifier traceable to supporting records
Airport and relevant dates	Service date, refund date, cancellation entitlement date, and reported month, as applicable
Reported amount comparison	Pass or fail determination of whether the amount independently recalculated under Section 5.21 and the applicable written methodology or third-party benefit arrangement reported to the County matches the corresponding amount in the Concierge Service Fee calculation; underlying dollar amounts not required
Recalculated amount comparison	Pass or fail determination of whether the amount calculated under Section 5.21 and the applicable methodology matches the revenue share calculation; underlying dollar amounts not required
Criteria tested and finding	Identify the criteria tested, report a pass or fail determination against the applicable criteria; underlying transaction-level amounts not required

EXHIBIT "D"
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06, *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Alclear, LLC, d/b/a CLEAR**, Concessionaire, and attest that Concessionaire does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____ Jennifer Hsu
(signature of officer or representative) (printed name of officer or representative)

State of New York

County of New York

Sworn to and subscribed before me by means of ■ physical presence or ☐ online notarization this, 3rd day of November, by Jennifer Hsu.

Personally known ■ OR produced identification ☐.

Type of identification produced _____.

Matthew Spaargaren
NOTARY PUBLIC
My Commission Expires: 08 October 2030
State of New York at large

(Notary Seal)

MATTHEW SPAARGAREN
Notary Public - State of New York
NO. 01SP0055481
Qualified in Queens County
My Commission Expires Oct 8, 2030