

Terms and Conditions

By filling this Purchase Order, the Vendor agrees to the following terms and conditions:

Applicability: These Terms and Conditions (the "Terms") govern any Purchase Order issued by the Gerald R. Ford International Airport Authority (the "Authority") that incorporates these Terms by reference or to which these Terms are attached. The Terms, together with the terms of such Purchase Order, are referred to herein as the "Agreement." The terms of the Agreement shall also apply to any repaired or replacement goods or services provided by the Vendor hereunder.

Acceptance: The Agreement is an offer to the Vendor and is not binding on the Authority until the Vendor accepts by providing written confirmation to the Authority (email acceptable). The Authority may withdraw the Purchase Order at any time before it is accepted by the Vendor.

Price: The price of any goods or services supplied under the Agreement is the price stated in the Purchase Order (the "Price"). The Price constitutes the full purchase price to be paid for the goods or services purchased under the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs, duties, fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of the Authority.

Delivery and Billing: Time is of the essence of the Agreement. If the goods or services ordered herein are not delivered by the delivery date on the front of the Purchase Order (the "Delivery Date"), the Vendor shall be in breach of the Agreement and the Authority shall be entitled to all remedies available to it at law or in equity. All goods shall be delivered to the address specified in the Purchase Order during normal business hours or as otherwise instructed by the Authority (the "Delivery Location"). Vendors must submit invoices within sixty (60) days of the provision of service or goods unless the Authority otherwise agrees in writing. Failure to timely submit invoices may result in a rejection of invoice.

Shipping: All goods supplied under the Agreement must be shipped at the rates most advantageous to the Authority unless otherwise authorized in writing by the Authority. Any extra expense in effective delivery of goods not so shipped will be charged to the Vendor. The Vendor shall give written notice of shipment to the Authority when the goods are delivered to a carrier for transportation. The Vendor shall provide the Authority all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary to release the goods to the Authority promptly after the Vendor delivers the goods to the transportation carrier. The order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

Subcontractors: Any subcontractors and outside associates or consultants required by the Vendor in connection with goods or services covered by the Agreement shall be limited to such individuals or firms as are specifically authorized in writing by the Authority. Any substitutions in or additions to such subcontractors, associates or consultants shall be subject to the prior written approval of the Authority. All subcontractors, associates or consultants are subject to the provisions of the Agreement and are directly responsible to the Vendor.

Officials Not to Benefit: No member of the Gerald R. Ford International Airport Authority Board, or any other municipal official, except as otherwise provided for in accordance with the Agreement, shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom.

Right to Supply Goods or Perform Services: The Vendor represents and warrants that the supply of goods or performance of services herein, and other duties and obligations of the Vendor as set forth herein, are not in violation of any other agreement to which the Vendor is a party or by which the Vendor is bound. The Vendor agrees to indemnify and hold the Authority harmless from and against any liability arising out of any breach or claimed breach of this warranty.

Good Workmanship and Intended Use: The Vendor represents and warrants that any goods or services supplied herein will be of good workmanship, free from any defects, liens, and encumbrances, and if the intended use thereof is known to the Vendor, that the goods or services are suitable for that intended use. If the goods or services supplied are covered by any warranty of a supplier or manufacturer other than the Vendor, the Vendor agrees that said warranties shall be transferred to the Authority. If said warranties are not transferable to the Authority, the Vendor shall notify the Authority immediately upon discovery of that fact, and the Authority shall, at its option, be excused from performance under the Agreement.

Inspection and Rejection of Nonconforming Goods or Services: The Authority has the right to inspect the goods supplied herein or the services performed hereunder on or after the Delivery Date. The Authority, at its sole option, may inspect all or a sample of the goods or services, and may reject all or any portion of the goods or services if it determines the goods or services are damaged, defective, of inferior quality or workmanship, or otherwise nonconforming. If the Authority rejects any portion of the goods or services, the Authority has the right, at its sole option and effective upon written notice to the Vendor, to: (a) terminate the Agreement in its entirety, without liability to the Vendor; (b) accept the goods supplied or services performed at a reasonably reduced price; or (c) require repair or replacement of the rejected goods or correction of the rejected services. If the Authority requires repair or replacement of the rejected goods or correction of the rejected services, the Vendor shall, at its risk and expense, promptly repair or replace the rejected goods or correct the rejected services and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected goods and the delivery of repaired or replacement goods or corrected services. If the Vendor fails to timely deliver repaired or replacement goods or corrected services, the Authority may replace them with goods or services from a third party and charge the Vendor the cost thereof and terminate the Agreement.

Liability and Indemnification: The Vendor shall indemnify and hold harmless the Authority, its officials, officers, agents, employees and assigns, from and against all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, orders and decrees of every nature and description, including attorneys' fees, of third persons or employees of the Vendor, arising out of or resulting from the Vendor's performance or non-performance under the Agreement. Such indemnification will extend to any infringing use by the Authority of a product or service offered by the Vendor under the Agreement when that product or service itself infringes on the intellectual property of a third party.

Risk of Loss: The risk of loss of any goods sold to the Authority under the Agreement shall pass from the Vendor to the Authority at the time the Authority accepts the goods.

Anticipatory Breach: If the Vendor, at any time before delivery of goods or services, declares its intent not to perform in accordance with the Agreement, the Authority shall have an immediate cause of action for breach of the Agreement, and shall be entitled to all remedies available to it at law or in equity.

Governmental Immunity: The Authority does not waive its governmental immunity by entering into the Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of the Agreement.

Insurance: Unless otherwise stated in contract documents, the Vendor shall purchase and maintain, at its sole expense and as long as they are providing goods or services to the Authority, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to name the Authority as an additional insured for work performed and materials provided by the Vendor in accordance with the Agreement.

Minimum Limits:

1. \$1,000,000 per occurrence/\$2,000,000 general aggregate
2. \$2,000,000 aggregate for products and completed operations
3. \$1,000,000 personal and advertising injury

Automobile - Motor Vehicle Liability Insurance including Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles.

Minimum limits:

1. No-fault coverages - statutory
2. Additional coverages:
 - a. \$500,000 per person/\$1,000,000 per accident - bodily injury and \$500,000 per occurrence - property damage, or
 - b. A combined single limit of \$1,000,000 per occurrence.

Workers' Compensation and Employer's Liability - Statutory coverage or proof acceptable to the Authority of approval as a self-insurer by the State of Michigan.

Minimum Limits:

1. Employer's Liability - \$100,000

All insurance coverages shall cover all claims against the Authority, its officials and employees, arising out of the work performed and/or materials provided by the Vendor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Vendor to maintain Independent Contractor's Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance which insurance names the Authority as an additional insured. In addition, the Vendor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan. All policies of insurance shall be with companies licensed and/or approved to do business in the State of Michigan and in a form satisfactory to the Authority. All insurance companies must maintain a rating of A-, VIII or better from A.M. Best Company. All insurance policies naming the Authority as an additional insured must state a thirty (30) day notice of cancellation clause and shall be filed with and approved by the Authority at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the Authority. The Authority reserves the right to require a complete certified copy of the insurance policies for the above coverages, which certified copy shall be issued directly from the insurance company to the Authority. Any reduction or exhaustion in the limits of the required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

The insurance provisions contained herein may only be modified in a writing signed by each party or an authorized representative of each party. Nothing in these insurance provisions shall be interpreted as a limitation on the ability of the Vendor to obtain additional insurance which the Vendor determines to be in its best interest. Additionally, nothing in these insurance provisions shall be interpreted to be a statement by the Authority that the above quoted insurance coverages will cover all risks or liability. Without regard to insurance, the Vendor remains liable to the Authority for all damages arising out of the Vendor's performance or non-performance of the Agreement as set forth in the indemnification provisions above.

Compliance Laws: Pursuant to MCLA §423.321 et seq., which prohibits the Authority from entering into contracts with certain employers who engage in unfair labor practices, the Agreement may be terminated if the Vendor, or one or more of its subcontractors or suppliers, appears in the register compiled in accordance with MCLA §423.322. The Vendor shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act.

Safety: The Vendor shall at all times observe and comply with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the safety of equipment or material provided under or used in accordance with the Agreement, those employed on the work, and the conduct of the work. The Vendor shall indemnify and hold harmless the Authority against any claim or liability arising from the violation of any such provisions.

Cumulative Remedies: All remedies set forth in the Agreement are cumulative and in addition to all other rights and remedies the parties hereto may have at law or in equity, which rights and remedies are expressly reserved.

Setoff: Without prejudice to any other right or remedy it may have, the Authority reserves the right to set off at any time any amount owing to it by the Vendor against any amount payable by the Authority to Vendor under the Purchase Order.

Entire Agreement: The Agreement, together with any affixed schedules, exhibits and addenda, shall constitute the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Battle of Forms: Pursuant to MCLA 440.2207, no attempt to modify these Terms, the Purchase Order, or any underlying solicitation shall be binding on the Authority absent agreement on such modification, in writing, and signed by the Authority.

Modification of Agreement: Any modification of the Agreement or additional obligation assumed by either party in connection with the Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Partial Invalidity: The partial invalidity of any portion of the Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of the Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.

Absence of Waiver: The failure of either of the parties to the Agreement to insist on the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Assignment of Rights: The rights and obligations of the Vendor under the Agreement are personal to the Vendor and may not be assigned, transferred, or delegated to any other person, firm, corporation or other entity without the prior, express and written consent of the Authority. Any purported assignment or delegation in violation of the Agreement shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. In the event of a proper assignment, the Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

No Third Party Benefit: The provisions of the Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

Consent to Personal Jurisdiction: The Vendor acknowledges that the Agreement shall be deemed to have been executed in the State of Michigan, and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts of the State of Michigan. Any action on a controversy that arises under the Agreement shall be brought in the State of Michigan, which the Vendor agrees is a reasonably convenient place for trial of the action. The Vendor agrees that its consent in accordance with this section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Vendor acknowledges that the Authority may be receiving funds from or through the Federal Government and that such funds may not be used to pay any vendor on the Federal Excluded Parties List System (EPLS). The Vendor represents and warrants to the Authority that they are not on the Federal EPLS. If the Vendor is in noncompliance at any time during the execution or term of the Agreement (including any extensions thereof), the Vendor shall be in breach and the Authority shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Vendor, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorneys' fees (including the costs of in-house counsel) sustained as a result of the Vendor's non-compliance with this warranty and representation. Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, Vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as that term is defined in the Act.

Buy American: Unless otherwise approved in advance by the FAA, the Authority will not acquire or permit any Vendor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided for under the Authority's CARES Act Airport Grant Agreement.

Ban on Texting While Driving: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, all text messaging while driving when Vendor is performing any work for, or on behalf of, the Federal government, including, but not limited to, work relating to the CARES Act Airport Grant Agreement, is expressly prohibited.

Subordination to Federal Obligations: The Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Authority, through its Chief Executive Officer, reasonably determines that the Agreement or any provision contained herein causes or may cause a violation of any agreement between the Authority and the United States, the Authority shall have the unilateral right to modify or terminate the Agreement to ensure the Authority's compliance with all such agreements with the United States.

Incorporation of Standard Covenants: The provisions of Exhibit A attached hereto and as amended from time to time by the FAA or the Authority (the "Standard Covenants") are incorporated herein and made a part of the Agreement. The Authority shall provide notice to the Vendor of any amendment to the Standard Covenants, and such amendments shall be binding on the Vendor.

Revised 12/2/2024

EXHIBIT A
STANDARD COVENANTS
(NON-AIP OTHER CONTRACTS)

The following standard covenants are incorporated, as applicable, into all leases, licenses, concessions, operating permits, deeds, and other agreements (each, an "Agreement") with the Gerald R. Ford International Airport ("Airport") and may be amended from time to time. A material breach of any of the following applicable covenants shall constitute a material breach of Grantee's underlying Agreement. "Grantee" means the tenant, lessee, licensee, concessionaire, or other contracting party as the case may be of the underlying Agreement. "Authority" or "Owner" means the Gerald R. Ford International Airport Authority. Except as otherwise provided in an agreement with the Authority by specific reference to the applicable provision(s) of these Standard Covenants, these Standard Covenants, and the terms and conditions contained herein shall govern, control, and prevail. Certain language contained in these standard covenants is mandatory language provided by the Federal Aviation Administration. As such, any reference herein to "Contractor", "Lessee", "Concessionaire", and "Tenant" shall refer to Grantee, and any reference herein to "Subcontractor" shall refer to Grantee's subcontractors, as applicable. "Premises" shall mean the property, premises or space that is subject to the underlying Agreement.

Grantee agrees to the below covenants and assurances required or recommended by the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), the Michigan Department of Transportation or by Federal or Michigan law, as applicable. In the event of breach of any of the below covenants, the Authority shall have the right to terminate the underlying Agreement and to reenter and repossess said land and the facilities thereon (if applicable), and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event further covenants and/or assurances are required of the Authority by the Department of Transportation or FAA which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

I Nondiscrimination.

- A. Nondiscrimination Under Michigan Law. Grantee agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement. (MCL 37.1209; MCL 37.2209)
- B. No Exclusive Right. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- C. Furnishing Nondiscriminatory Services. Grantee agrees to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. ADA Compliance. Grantee agrees that it will comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., and with all regulations and orders promulgated thereunder.
- E. General Civil Rights Provisions - Contracts. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the

period during which the property is owned, used or possessed by the Contractor and the Airport remains obligated to the Federal Aviation Administration.

- F. Title VI Solicitation Notice. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- G. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: (a) 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); (b) 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); (c) 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); (d) Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance); (e) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age); (f) Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex); (g) The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); (h) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; (i) The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005)); (l) 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).
- A. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows: (1) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity) age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. (3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations,

either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin. (4) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (b) Cancelling, terminating, or suspending a contract, in whole or in part. (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- H. Civil Rights – Title VI Assurances – Construction/Use/Access to Real Property. (A) The (grantee, licensee, permittee, etc., as appropriate) for himself/ herself, his/ her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- I. Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- J. Occupational Safety and Health Act. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- K. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies related to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (Public Law 115-232 § 889(f)(1)).

- L. Termination: In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- M. Subcontracts. Contractor agrees that it shall insert the above provisions in any agreement by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.
- N. Affirmative Action Program. To the extent required by applicable law, Grantee assures that it will undertake an affirmative action program required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Grantee assures that it will require that its covered suborganizations provide assurances to Grantee that they will similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

II. Safety and Security Procedures.

Grantee acknowledges that the Authority is subject to safety and security requirements (law, orders and regulations) now and hereafter mandated by the FAA, the TSA and other federal, state and local agencies, including without limitation 14 CFR Part 139, 49 CFR Parts 1540 and 1542, and Grantee agrees that it and its employees will comply with all requirements of the FAA, TSA, or other agency and all provisions of the Authority's Safety and Security Program adopted for the purpose of implementing the safety and security requirements of the FAA, TSA, or other federal, state or local agency.

In the event the Authority is notified by the FAA, TSA, or other federal, state or local agency, of a violation of safety or security regulations by an employee or agent of Grantee, the Authority shall provide Grantee with a copy of such notice as it affects Grantee. If the Authority is assigned a penalty or fine because of such violation, Grantee agrees that payment of such fine shall be the responsibility of Grantee and that such fine shall be paid by Grantees as an additional fee and that if such fine is paid by the Authority, Grantee will reimburse the Authority on demand for the amount paid by it.

In the event that further safety and security procedures are mandated by the Department of Transportation, the FAA, the TSA, or other federal, state or local agency which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

III. Environmental Regulations.

A. Grantee shall comply with the following environmental regulations:

1. Hazardous Materials. Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below and as permitted by the Authority.
2. Compliance with Environmental Laws. Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").
3. Hazardous Materials Handling. Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for discharges into the sanitary sewer, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of the Agreement,

Grantee shall cause all Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

4. Notices. If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall immediately notify the Authority in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to the Authority, upon request, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.
5. Definition of Hazardous Materials. As used in this lease, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq.
- B. Grantee shall indemnify, defend and hold harmless the Authority and the County, including their officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this lease. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the Premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Authority have a reasonable basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from Grantee's

violation of Environmental Laws. Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the term of the lease.

- C. Notwithstanding any provisions of this lease to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was caused by Grantee, then Grantee shall fully reimburse Authority for such expenses within thirty (30) days of receiving Authority's written request for reimbursement.
- D. Grantee acknowledges that the Airport holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices ("BMPs") with regard to the use of anti-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport's Deicing Management Plan ("Plan"). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.
- E. Underground Storage Tanks (USTs)
 - 1. Owner/ Operator Registration, Certification and Training. Grantee is designated a Class A and B Owner/ Operator of its assigned UST for purposes of federal and state regulations; respectively, 40 C.F.R. part 280, and Mich. Admin Code R29.2101 et. seq. Grantee is responsible for registration of the UST assigned to it, and for certification and training as required by federal and state law for Class A and B Owner/ Operators, and Class C Operators.
 - 2. Operation, Maintenance and Repair. Grantee shall be responsible for the proper care and maintenance of the USTs, piping and dispensers assigned to it under this Agreement during the term hereof and shall comply with all governmental regulations for inspection, testing, monitoring and reporting as may be required now or in the future. Grantee shall be responsible for any necessary repairs.
 - 3. Documentation and Notifications. Grantee shall provide copies of documentation of maintenance and inspections, proof of insurance, and all other records or information required by federal and state law. Grantor shall be notified immediately of any leaks, releases, or failure of monitoring systems discovered at any time by Grantee. Grantee shall promptly remediate any spills or releases consistent with all applicable laws at its sole cost and expense.

IV. Future Airport Use and Development

- A. The Authority reserves the right to further develop or improve the landing areas of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. The Authority reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Grantee in this regard.
- C. This Agreement shall be subordinate to the provision of and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation, or maintenance of the Airport.
- D. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.

- E. The Grantee expressly agrees for itself, its successors, and assigns to not construct nor permit to stand on the Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to the Airport.
- F. The Grantee expressly agrees for itself, its successors, and assigns to not hereafter use nor permit nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft, make it difficult for fliers to distinguish between airport lights and others; impair visibility in the vicinity of the airport; or endanger the landing, taking off, or maneuvering of aircraft.
- G. The Grantor 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 the Premises. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.
- H. The Grantee expressly agrees for itself, its successors, and assigns to not hereafter use, permit, nor suffer use of the land described above in such a manner as to create a potential for attracting birds and other wildlife that may pose a hazard to aircraft.
- I. The aforesaid covenants and agreements shall run with the land, as herein described above, for the benefit of the sponsor, its successors and assigns in the ownership/operation of the Airport.

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