

**HANGAR LEASE # [REDACTED]**

**Charles B. Wheeler Airport**

This LEASE, dated as of the later of the parties signature dates below (Effective Date), made and entered into between CITY OF KANSAS CITY, MISSOURI (“City”) and (“Lessee”).

City and Lessee desire to enter into a lease for hangar space at Charles B. Wheeler Downtown Airport (“Airport”), owned and operated by City and located in Kansas City, Clay County, Missouri.

This Lease is composed of Part I, and Part II, along with all Exhibits. In the event that any terms and conditions of these parts conflict, the more stringent provision shall apply unless otherwise mandated by law.

City and Lessee agree as follows:

**PART I**

**I. BASIC TERMS**

<b>Leased Premises</b>	Hangar No. [REDACTED], see Exhibit A.
<b>Term Commencement Date</b>	[REDACTED], 20 [REDACTED]
<b>Term</b>	Calendar Month to month lease
<b>Rent (per month)</b>	\$ [REDACTED]
<b>Cancellation</b>	Either party may cancel upon 30 days written notice.
<b>Address of City for Notices</b>	Kansas City Aviation Department Charles B. Wheeler Downtown Airport ATTN: Airport Manager 900 NW Richards Road Kansas City, MO 64116
<b>Address of Lessee(s) for Notices</b>	*****
<b>Security Deposit</b>	<b>Equal to amount of one calendar month of Rent at the Term Commencement Date</b>
<b>Exhibits attached &amp; incorporated</b>	<b>Exhibit A:</b> Leased Premises (Map) <b>Exhibit B:</b> Rent Schedule <b>Exhibit C:</b> Change of Address/Payment Method Form <b>Exhibit D:</b> CREO Assurances

Lessee may not assign or sublet the whole or part of the Premises without prior written approval of City.

**DEFINITIONS.** For purposes of this Lease, the following terms shall be defined as follows.

- A. “*Airport*” means Kansas City International Airport and Downtown Airport, in accordance with the context of this Lease.
- B. “*City*” means City of Kansas City, Missouri.
- C. “*Code*” means Kansas City, Missouri Code of Ordinances.
- D. “*Contract*” includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
- E. “*Contractor*” means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor’s heirs, personal representatives, successors-in- interest and assigns.
- F. “*Director*” means Kansas City, Missouri Director of Aviation.
- G. “*Effective Date*” means date the later of the parties’ sign the Lease fully executing it.
- H. “*Lease*” includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
- I. “*Lessee*” means every lessee, tenant, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Lessee’s heirs, personal representatives, successors-in- interest and assigns.
- J. “*Premises*” means the leasehold or site occupied by Lessee pursuant to the lease, license or permit that is the subject of this Lease.

## **II. LEASED PREMISES, USE, RENT**

Sec. 2.1. **Leased Premises.** City hereby leases to Lessee, and Lessee hereby takes the Leased Premises, further described in **Exhibit A**, for its use, in accordance with all of the terms, covenants and conditions of this Lease. No representations as to the condition or repair of the Premises have been made by City, its agents or employees to Lessee prior to or at the execution of this Lease that are not specifically stated herein. Lessee has inspected the Premises prior to the execution of this Lease, is satisfied with the physical condition thereof, and accepts them in “as is” condition. Lessee’s taking possession of the Premises shall be conclusive evidence of Lessee’s receipt of thereof in good order and repair. Lessee has the obligation to maintain the Premises in the same condition in which it was presented and will not allow the Premises to deteriorate to a state of disrepair or unsafe condition, normal wear and tear excepted.

Sec. 2.2. **Use of Leased Premises.**

- A. Tenant agrees to use the Premises primarily for the purpose of storage of aircraft and aircraft-related maintenance equipment and property. Painting is prohibited. Use of the Premises for any other non-aviation purpose without the consent of the City is strictly prohibited except for incidental non-aviation items that do not interfere with the aeronautical use of the space. Violation of this provision may result in termination of this Lease by City and/or City may require removal of non-aviation personal property. Except as prohibited by the Airport Rules and Regulations Tenant shall be allowed to perform preventative maintenance in the Premises on its own aircraft in accordance with Federal Aviation Regulations. No explosives or combustible materials will be permitted within or about the Premises except for the fuel in aircraft tanks or small containers of lubricants, cleaning material and other aviation-related material stored in approved containers. Waste oil of any type or quantity is prohibited. Lessee shall abide by all State, Federal and local laws regulating the transportation of flammable liquids and protecting the environment.
- B. Aircraft hangered on the Premises shall meet FAA standards of airworthiness. Lessee shall provide a copy of its current annual inspection, conditional inspection, experimental or other airworthiness documentation upon request. A temporary exception to the airworthiness requirement may be requested in writing by Lessee subject to approval by the Manager of the Airport for aircraft that do not currently meet FAA standards of airworthiness for reason that the aircraft fails to maintain a current annual inspection, under repair, or undergoing modification or restoration. In no case shall the exception exceed the certification expiration date of the aircraft or 180 days.
- C. Lessee shall maintain sufficient space in the hangar at all times to store the aircraft. Lessee shall notify Airport Manager in writing within ten (10) days of the occurrence of any change in the aircraft make and model, airworthiness status, registration number or registered aircraft owner.
- D. The Airport reserves the right to restrict access to the Leased Premises and Common Areas in an emergency, for Airport sanctioned aeronautical events, and during construction.
- E. Any unauthorized use of the Premises shall constitute grounds for immediate termination of the Lease.
- F. Title to the Premises and any improvements, whether existing or installed by Lessee as part of the Lease, shall remain and are at all times in the City.
- G. Signs. No signs or advertising displays exposed to public view will be painted on or erected in any manner on the Premises without the prior written approval of the Director and in accordance with the City's standards with respect to wording, type, size, design, color and location. Upon termination, cancellation or expiration of the Lease, Lessee at its costs will remove, obliterate or paint out, any and all of its signs, advertising and displays as the Director may direct and restore the Premises to its original condition.

### Sec. 2.3. Rents, Fees, and Charges.

- A. Rent. Lessee agrees to pay the City monthly rent for the Leased Premises in advance, due and payable, without demand, deduction, holdback or setoff, on the first day of each month during the term of this Lease (“**Rent**”). If the first day of the month falls on a Saturday, Sunday or legal holiday, the Rent is due on the next weekday immediately following. If this Lease starts on any day other than the first day of a calendar month, then the Rent shall be prorated for that month. If this Lease ends on any other day other than the last day of a calendar month, then the Rent shall be prorated for that month.

- B. Place and Manner of Payments. The payments will be made in legal tender of the United States and mailed to the Aviation Department, P.O. Box 844124, Kansas City, Missouri 64184-4124, payable to the "City Treasurer" or electronically by utilizing the City's approved Automated Clearing House (ACH) process. A service charge of one and one-half percent (1½%) per month shall automatically accrue to all payments made after the due date.
- C. Late Payments. If Lessee fails to make any payment when due, Lessee shall pay the Airport (i) a service charge of \$35.00, (ii) interest at the monthly rate of 1½% of the overdue amount from the due date until paid, and (iii) costs and expenses of collection, including reasonable attorneys' fees.
- D. Security Deposit. Upon application to lease a hangar, Lessee shall pay a security deposit for cleaning and damage repairs in the amount of one month's rent ("**Security Deposit**"). All or part of the deposit may be retained by the Airport to pay for cleaning, repairs, or any unpaid rent. Any portion of the deposit that may exceed the fees and charges due, if any, shall be returned to Lessee. The cost to repair any damage, to remove any contents, or to return the Leased Premises to original condition in excess of the Security Deposit shall become the full legal responsibility of the Lessee and City reserves the right to recover any and all costs so as to be made whole. Lessee shall not have the right to apply any portion of the security deposit for the Rent for the last month of occupancy.
- E. Adjustments to Rent. Rent for the Leased Premises will be adjusted beginning January 1<sup>st</sup> each year, based on the annual percentage change in the Consumer Price Index for All Urban Consumers, as defined below ("**CPI-U**"). In no event will the annual adjustment result in Rent being less than the amount charged during the prior year. Rent shall automatically be deemed amended by the parties upon the City sending notice to Lessee of any Rent increase under this Section. The most recent available CPI-U as of December 15 of each year, calculated over the preceding twelve months, shall be used to adjust the Rent for the next year.

CPI-U means the Consumer Price Index for All Urban Consumers for the U.S. City Average for All Items, 1982-84 = 100, or the successor of that index calculated on a calendar year basis and as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The rates following the adjustment shall remain in effect until the next adjustment. In no event shall the yearly adjustment be in excess of ten percent (10%) nor shall the rent be reduced below the then rental rate.

**Sec. 2.4. Lessee's Access to Premises and Common Areas.** Lessee is granted the right, for itself, its agents, employees, patrons, suppliers and other persons doing business with Lessee, of ingress and egress to and from the Premises over Airport roadways, including the use of common roadways and other common areas as reasonably necessary to use the Premises, subject only to law and to such reasonable rules and regulations governing the use of the Airport as the Director may establish, including the establishment of a fee or charge for the privilege of entry upon the Airport. "**Common Areas**" shall mean all aprons and grounds within the T-hangar area for the general common and non-exclusive use of all tenants and other users on the Airport, including but not limited to those areas which are furnished in and about the Premises for the common and non-exclusive use of Lessee and City and their officers, agents, employees, customers, invitees and licensees. Lessee is granted access to the Common Areas, but shall not park on or position aircraft or other personal items, such as vehicles, in such a fashion that would block, limit, or restrict the use of the Common Areas by other Airport tenants or users, or create a hazard to aircraft. Lessee and any authorized second party as Agent or Assign shall have access inside the fenced Airport Operations Area ("**AOA**") only by possession and display of an airport issued photo identification card, and shall only enter or leave the Airport Operations Area by designated access points.

Sec. 2.5. **Right of Entry.** City shall have the right at any time to enter the Leased Premises for the purpose of determining whether Lessee is complying with the Airport's Rules and Regulations and the terms of this Lease, to perform maintenance and make repairs or alterations, to perform inspections, or for doing any act or thing which City may be obligated or have the right to do under the Lease. City shall have the right to take such actions as the City deems desirable or necessary for the safe and efficient operation of the Airport, and shall have the right to take tools and materials owned by the Airport and/or its agent necessary to perform such structural maintenance into or out of the Leased Premises, all without in any way constituting an actual or constructive eviction of Lessee. As necessary to perform any structural maintenance, Lessee agrees to move the aircraft from the Leased Premises on ten (10) days written notice from City. City shall not be obligated to inform Lessee that an inspection or observation or other activity as provided herein is planned or in progress.

Sec. 2.6. **Locks, Keys and Vehicle Access Gate Cards.**

- A. City shall have a key to the Leased Premises. Lessee shall not change or otherwise alter the locks to the Leased Premises. Lessee shall not duplicate or make copies of keys. Lessee will be issued two (2) keys to the Hangar and may purchase additional keys for \$25.00. Lessee will be charged \$25.00 for each lost key whether the loss occurs during tenancy or at its termination. At the termination of the lease, if all assigned keys are not returned to City, City may also deduct the cost of a new lock to the Leased Premises from the Security Deposit.
- B. If required by City, an annual vehicle permit shall be required to be displayed at all times on all vehicles while inside the fenced Airport Operations Area. Annual vehicle permits shall be obtained from the Airport ID Office and renewed annually. Lessee shall supply proof of automobile insurance that satisfies the minimum coverage requirements of the state in which the auto is licensed at time of issuance and on annual renewal. Lessee will be issued one (1) annual vehicle permit and may purchase or renew additional permits for \$10.00 each, at the City's option. Lessee will be charged \$10.00 for a lost vehicle permit whether the loss occurs during tenancy or at its termination.
- C. Airport issued photo identification cards shall be required to enter the fenced AOA and to be in the possession of all persons at all times while inside the AOA. SIDA photo identification cards shall only be obtained from the Airport ID Office and renewed annually.
- D. Lessee shall be responsible for and take all reasonable measures necessary to prevent any and all unauthorized vehicles or pedestrians from entering the aircraft movement area or other restricted areas at the Charles B. Wheeler Downtown Airport. The restricted areas include, but are not limited to runways, taxiways and aircraft parking areas not associated with the T-Hangar complex. Lessee's private vehicle shall be allowed to be placed in the Premises when the aircraft is removed for a trip. No private vehicle parking is allowed, except as provided in the airport's rules and regulations.
- E. Upon the expiration of the term of this Lease, or earlier termination, the Lessee will yield possession of the Premises to the City without further notice from City. The Lessee agrees to leave the Premises in good condition, ordinary wear and tear excepted.

Sec. 2.7. **Permits/Licenses.** Lessee will obtain, maintain and pay for all licenses, permits or other authorizations necessary or required by law for the conduct of its business and operations. Upon request, Lessee shall provide a copy to City.

Sec. 2.8. **City's Exclusive Rights in Premises.** City reserves exclusive rights to the following; provided, however that the City's use or exercise of those rights will not unreasonable interfere with Lessee's use of

the Premises:

- A. All gas, oil and minerals in and under the soil on the Premises;
- B. All cemeteries, archeological findings and other historical sites on the Premises. City shall make all decisions as to the preservation, use or relocation of those findings or sites.
- C. To grant, without compensation to Lessee, utility rights-of-way to itself and others, over, under, through, across or on the Premises.

**Sec. 2-9. Condition, Repair and Maintenance of Premises.** No representations as to the condition or repair of the Premises have been made by City, its agents or employees to Lessee prior to or at the execution of this Agreement that are not herein expressed or endorsed herein. Lessee has examined the Premises prior to accepting same and prior to the execution of this Agreement, and Lessee is satisfied with the physical condition thereof, and taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair.

- A. Lessee, at its sole cost, will keep the Premises and all improvements thereon in good repair and in a safe, clean and orderly condition and appearance, all papers and debris picked up, and the areas immediately adjacent to the exits and entrances clean and orderly and free of obstructions. Lessee will not do or suffer any material waste or damage, disfigurement or injury to the Premises or any part thereof.
- B. The City reserves the right but shall not be obligated to maintain and keep in repair all of the common areas of the Airport.
- C. The City shall not be bound to do or cause to be done any maintenance, repairs, replacements, redecorating or improving of the Premises or appurtenances thereto, except to keep them in a decent safe and sanitary condition.
- D. Lessee must abide with the guidelines in the section below "Improvements and Modifications".

### **III. INSURANCE AND INDEMNIFICATION**

#### **Sec. 3.1. Indemnification.**

- A. General Indemnification. For purposes of this Section only, the following terms shall have the meanings listed:
  - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
  - 2. Tenant's Agents means Tenant's officers, employees, subtenants, successors, assigns, invitees, and other agents.
  - 3. City means City and its agents, officials, officers and employees.
- B. Lessee's obligations under this Section with respect to indemnification of City for acts or omissions, including negligence, shall be limited to the coverage and limits of insurance that Lessee is required to procure and maintain under this Lease.

- C. Lessee shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Lease caused in whole or in part by Lessee or Lessee's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Lessee is not obligated under this Section to indemnify City for the sole negligence of City.
- D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 3.2. Insurance.**

- A. Lessee shall procure and maintain in effect throughout the term of this Lease insurance policies with coverage not less than the types and amounts specified in this section. Policies containing a Self-Insured Retention are unacceptable to City.
  - 1. Commercial General Liability Insurance coverage for all Lessee owned or operated aircraft and premises exposures for death and bodily injury and property damage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,00.00.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  - 2. Workers' Compensation Insurance: as required by statute, which may be amended from time to time, currently including Employers Liability with limits of:
    - \$1,000,000 accident with limits of:
    - \$1,000,000 disease-policy limit
    - \$1,000,000 disease-each employee
  - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 (or \$2 million in AOA areas) per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Lessee.
- B. All insurance policies required in this Section shall provide that the policy will not be canceled until after the insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Lessee's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.

- C. The Commercial General Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Lease. Lessee shall provide to City at execution of this Lease a certificate of insurance showing all required endorsements and additional insureds.
- D. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- E. Regardless of any approval by City, Lessee shall maintain the required insurance coverage in force at all times during the term of this Lease. Lessee's failure to maintain the required insurance coverage will not relieve Lessee of any contractual obligation or responsibility. Lessee understands that insurance coverages may be reasonably increased or added to in order to protect the City and its property. Failure to provide insurance is a material breach of this agreement and may cause City to declare Lessee in default.
- F. Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Lessee under this Lease. If Lessee fails to maintain the required insurance in effect, City may obtain such insurance and any premiums paid by the City shall be payable by Lessee to the City with the next installment of Rent due under the Lease with interest thereon of one and one-half percent (1.5%) per month or may pursue its remedies for breach of this Lease as provided for herein and by law. Lessee understands and agrees that insurance coverages may be reasonably increased or added to in order to protect the City and its property.
- G. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by federal and state constitutions or by law.
- H. Full Replacement Cost Insurance on all of the improvements on the Premises (now or hereafter existing) or used in connection therewith against any loss or damage by fire, flood, earthquake and other or any casualties or peril, and all other perils as are included within what is commonly known as "all risk coverage" for any improvements on the Premises with full replacement cost insurance, in amounts sufficient to prevent City from being or becoming a co-insurer within the terms of the policy or policies in question and in no event less than the full replacement cost value thereof, exclusive of the cost of foundations, excavations, and footings below the lowest basement floor, and without any deduction being made for depreciation. The replacement cost value shall be determined from time to time, but not more frequently than once in any 12 consecutive calendar months at the request of City, by an appraiser, architect and/or contractor. All property insurance proceeds shall promptly be deposited with the City.
- I. Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Premises shall be at Lessee's sole risk and hazard and that City shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises.

### **Sec. 3.3. Obligation To Insure Leased Premises.**

- A. Lessee shall insure and bear all risk of loss or damage or destruction to any improvements on the Leased Premises made by Lessee and fixtures, equipment, aircraft or other property of Lessee. City shall have no obligation whatsoever to reimburse Lessee for loss or damage or destruction to any improvements,



fixtures, equipment, aircraft or other property of Lessee or any business interruption. Lessee hereby waives any and all rights to claim damages from City, its agents, officers and employees for any loss, damages, death or injury which may result from any and all causes included but not limited to, fire or other risk, or caused by or resulting from any repairs, replacements or improvements to the premises not having been made.

- B. In case of any material damage to or destruction of the Leased Premises, or any part thereof, City, in its sole discretion, shall have the option i) to promptly commence and complete with due diligence the restoration of the Leased Premises, exclusive of any improvements, fixtures, equipment or other property of Lessee, as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction; or ii) to terminate this Lease with no further City obligation hereunder.

#### **IV. DEFAULT, REMEDIES AND TERMINATION**

Sec. 4.1 **Lessee Defaults.** Each of the following will constitute a default by Lessee hereunder:

- A. Lessee's failure to pay when due any rent, charges or any other payments of money required to be paid by Lessee hereunder;
- B. Lessee's failing to perform or violation of any provision, covenant or condition of this Lease (other than payment of money) within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, Lessee's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;
- C. Use of the Premises for anything other than the use specified in the Lease;
- D. Lessee vacates, abandons or deserts the Premises or fails to occupy the Premises for more than thirty (30) consecutive days;
- E. The attempted assignment or assumption of this Lease by anyone without the prior written consent of City;
- F. The suspension or revocation of any act, power, license, permit or authority that prevents Lessee from fully complying with all of the rights and obligations hereunder for any period;
- G. The filing by the Lessee or its assignee or sublessee of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Lessee's assets; or the adjudication of the Lessee or its assignee or sublessee as a bankrupt pursuant to any involuntary bankruptcy proceedings; or the taking, by a court of competent jurisdiction of Lessee's or its assignee's or sublessee's, assets pursuant to proceedings brought under the provisions of any federal reorganization act; or the appointment of a receiver or trustee of the Lessee's or its assignee's or sublessee's assets by a court of competent jurisdiction or a voluntary agreement with Lessee's creditors;
- H. The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will interfere with its operations under the Lease, and which is not enjoined, vacated, dismissed or set aside within a period of 30 days.
- I. If Lessee has previously violated a term, condition or covenant of this Lease and is provided with notice of and opportunity to cure such violation, any subsequent violation of the same term,

condition or covenant shall constitute and Event of Default without further notice or opportunity to cure.

- J. Lessee will be in default if Lessee use Premises for any illegal purpose or in connection with any illegal activity.

Sec. 4.2. **City Defaults.** Each of the following will constitute a default by City hereunder:

- A. Except as provided in Section 4.2.B hereof, City's failing to perform or violation of any provision, covenant or condition of this Lease within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, City's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;
- B. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such manner as to materially restrict Lessee from operating thereon for a period of at least thirty (30) days.

Sec. 4.3. **City's Remedies.** Upon default by Lessee of this Lease, City may do any one or more of the following:

- A. Terminate the Lease upon thirty (30) days written notice to Lessee;
- B. Re-enter the Premises and every part thereof on the effective date of termination of the Lease without further notice of any kind, remove any and all persons therefrom and regain and resume possession either with or without the institution of summary or legal proceedings. Such re-entry, however, shall not in any manner affect, alter or diminish any of the obligations of Lessee under the Lease;
- C. Upon termination of the Lease or upon re-entry, regaining or resumption of possession of the Premises, occupy the Premises and have the right in the name of the City to relet and permit any person, firm or corporation to enter the Premises and use the same for such term and on such conditions as City may determine; and
- D. Perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform and of which City have given Lessee notice, the cost of which performance by City, together with interest thereon from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Lessee to City upon demand. Notwithstanding the provisions of this clause and regardless of whether a default shall have occurred, city may exercise the remedy described in this clause without any notice to Lessee if City, in it good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Lessee constitutes an emergency; and
- E. Any other remedy that City may have under law or equity.
- F. Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made an incurred by the City in enforcing the covenants and agreements of this Lease.

Sec. 4.4. **Lessee Remedies.** Upon default by City of this Lease, Lessee may cancel the Lease in its entirety after 30 days prior written notice to the City.

#### Sec. 4.5. **Termination of Lease.**

- A. No Notice to Quit Possession. No notice to quit possession at the expiration date of the term of this Lease shall be necessary. Lessee agrees that at the expiration date of the term of this Lease, or at the earlier termination thereof, it shall peaceably surrender possession of the Premises in good condition, reasonable wear and tear and acts of God excepted. City shall have the right to re-enter and take possession of the Premises at that time with or without process of law.
- B. Holding Over. If Lessee holds over and continues possession or use of the Premises or any part thereof after the expiration of this Lease, Lessee shall be deemed to be occupying the Premises at sufferance from month-to-month tenancy, without limitation of any of the City's rights or remedies, subject to all the terms and conditions of this Lease. The Premises rental shall be in an amount equal to the 125% of the rate existing at the end of the Lease term.
- C. Waiver. No acceptance by City of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City to cancel or terminate this Lease on account of such default. No waiver by City at any time of any default by Lessee shall be or be construed to be a waiver at any time thereafter by City of any other or subsequent default in performance of any terms, conditions, covenants and no notice by City shall be required to restore or revive time as of the essence hereof after waiver by City of default in one or more instances.
- D. Waiver of Redemption and Damages. Lessee hereby waives any and all rights or redemption granted by or under any present or future law or statute arising in the event it evicted or dispossessed for any cause or in the event City obtains or retains possession of the Premises in any lawful manner. Lessee further agrees that in the event the manner or method employed by City in reentering or regaining possession of the Premises gives rise to a cause of action in Lessee for damages or in forcible entry and detainer under the laws of the State of Missouri, then the total amount of damages to which Lessee shall be entitled to in any such action shall be the sum of One Dollar (\$1.00) and Lessee agrees that the provisions of this section may be filed in any such action as its stipulation fixing the amount of damages to which it would be entitled therein.
- E. Termination from Taking. If during the term of this Lease there shall be a taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the date of such taking and the rent payable hereunder shall be equitable apportioned and paid to the date of such taking. "Substantially all of the Premises" shall be deemed to have been taken if the untaken part of the premises shall be insufficient for the economic and feasible continued operation of the Lessee's business in connection therewith.
- F. Personal Property not Removed. Any personal property of Lessee which shall remain in or on the Premises after the termination of this Lease may, at the option of City, be deemed to have been abandoned by Lessee and either may be retained by City as its property or be disposed of, without accountability, in such manner as City may see fit, or if City shall give written notice to Lessee to such effect, such property shall be immediately removed by Lessee at Lessee's sole cost and expense.

#### **V. IMPROVEMENTS AND MODIFICATIONS**

Sec. 5.1. **Utilities.** City shall provide 110v electrical service to the Leased Premises for lighting and door operations. As set forth in Section 5.2. Tenant Modification Process Required for Improvements, below, the installation of additional electrical outlets shall be requested in writing. Any such approved installation shall be at the expense of Lessee. Additional utilities for the Leased Premises shall be requested in writing and subject to approval by City. If such service is approved, Lessee, at its expense, shall install utility lines and meters and pay for all charges and fees for the use of the service.

Sec. 5.2. **Tenant Modification Process Required for Improvements.** Lessee shall be responsible, at the Lessee's sole expense, for any and all improvements made to the Leased Premises during the term of this Lease. No improvements, structures, facilities, alterations, changes to finish or additions to the Leased Premises will be made by Lessee without prior written approval of the Director. This approval shall be in the form of a separate "Tenant Modification Agreement" through the Aviation Department's Planning and Engineering Division signed by City and Lessee. Lessee shall contact Airport Manager to initiate a Tenant Modification request. The Tenant Modification Agreement may have requirements for payment and performance bonds, prevailing wage, Minority/Women's Business Enterprise participation, and Federal Aviation Administration review, among other conditions.

Sec. 5.3. **Mechanic's/Materialman's Liens.** Lessee will not permit any mechanic's or materialman's or any other lien to be placed upon the Premises or the leasehold, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.

Sec. 5.4. **Removal of Fixtures.** Lessee is not allowed to remove any improvement or fixture from the Premises without prior written approval of the Airport Manager. Any such approval will be conditioned upon Lessee doing so at its sole expense, including restoration of the Premises to its original condition prior to installation of the fixtures or improvements.

## VI. ENVIRONMENTAL REQUIREMENTS

Sec. 6.1. **Covenant.** Lessee hereby covenants and agrees to comply in all material respects with all applicable Environmental Laws and Regulations in connection with its use and occupancy of the Premises, or its operations of the facilities. For purposes of this Lease, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all Missouri State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

Sec. 6.2. **Review of Environmental Documents.** Lessee, at request of City, shall make available for

inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Lessee has prepared pursuant to any environmental law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or environmental laws and are pertinent to the Airport or the Premises. If any environmental law requires Lessee to file any notice or report of a release or threatened release of Hazardous Materials on or about the Premises or the Airport, Lessee shall provide a copy of such report or notice to City and, to the extent practicable, shall receive the approval of City prior to submitting such notice or report to the appropriate governmental agency.

**Sec. 6.3. Access for Environmental Inspection.** City shall have access to the Premises to inspect the same in order to confirm Lessee is using the Premises in accordance with all of environmental laws. Any tests shall be conducted by qualified independent experts chosen by Lessee and subject to City's approval. Lessee shall provide copies of reports from any testing to City upon receipt.

**Sec. 6.4. Environmental Noncompliance.** If Lessee fails to comply with any applicable environmental laws, City, in addition to its rights and remedies provided elsewhere within this Agreement, may enter the Premises and take all reasonable and necessary measures, at Lessee's expense, to insure compliance with environmental laws.

**Sec. 6.5. Written Authorization Necessary to Store, Use or Dispose of Hazardous Materials.** Lessee shall not store, use or dispose of any Hazardous Materials on the Premises unless Lessee first secures the written authorization of City and complies with any conditions City may impose, including the submission to City of all Material Safety Data Sheets for the materials to be stored. Lessee shall not store, use, or dispose of any Hazardous Materials on the Premises in violation of environmental laws.

**Sec. 6.6. Duty to Notify City.** In the event of a release or threatened release of Hazardous Materials or other contaminants into the environment relating to or arising out of Lessee's use or occupancy of the Premises or in the event any claim, demand, action or notice is made against Lessee regarding Lessee's failure or alleged failure to comply with any environmental laws, Lessee shall notify City, in writing, and shall provide City with copies of any written claims, demands, notices, or actions so made.

**Sec. 6.7. Environmental Remediation.** Lessee shall undertake such steps to remedy and remove any Hazardous Materials and any other environmental contamination that arises out of Lessee's use of the Premises that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Contaminated Premises into compliance with all environmental laws. Such work shall be performed at Lessee's sole expense, after Lessee submits to City a written plan for completing such work and receives the prior written approval of City. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. Lessee shall pay the cost of such review and inspection. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable environmental laws.

**Sec. 6.8. National Emission Standards for Hazardous Air Pollutants.** Lessee warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

**Sec. 6.9. Duty to Correct Hazardous or Potentially Hazardous Conditions.** If City reasonably determines that a condition of the Premises or other City property caused as a result of Lessee's use of the Premises is hazardous or potentially hazardous to persons or property, it may direct Lessee, in writing, to correct the condition, and Lessee, at its expense, shall immediately comply with such directive.

Sec. 6.10. **Environmental Indemnification.** In addition to any indemnification set forth herein, Lessee hereby indemnifies and agrees to defend and hold harmless City, its agents, partners, officers, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation (“Claims”) arising from or attributable to (i) the presence due to Lessee’s handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials (“Management”) at the Airport or the subsurface thereof or the violation of any environmental laws due to Lessee’s Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to Lessee’s Management at the Airport or violation of any environmental laws), or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Section. Lessee’s obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof.

Sec. 6.11. **Definitions.** For purposes of this Section, the term “Hazardous Materials” shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce or constituent as defined in any environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos- containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-produce material and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*; any “Hazardous Waste” as defined by the Missouri Hazardous Waste Management Law, Mo.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

## VII. MISCELLANEOUS

### Sec. 7.1. **Notices.**

- A. Except as herein otherwise expressly provided, all notices required by this Lease shall be in writing sent regular U.S. main, postage prepaid, commercial overnight courier, or email. All notices are effective on the date of mailing in the U.S. mail, deposit with an overnight courier or transmission by email.
- B. Lessee agrees to provide the Airport with information at all times as to Lessee’s current address, telephone number, and e-mail address where applicable. In the event of a change of address, Lessee shall notify the Airport of such change by submitting a new **Exhibit C**, in advance if possible, but in any event not later than the date of such change. Lessee agrees that failure to so notify the Airport shall constitute grounds for the Airport to terminate this Lease.
- C. Lessee agrees to provide the Airport with the current name, address, telephone number, and e-mail address where applicable, of each FAA Registered Owner of the aircraft listed in Application Form for Hangar, and any second party Assign or Agent authorized access to hangar.

Sec. 7.2. **Taxes:** Any and all taxes or fees assessed by any governmental entity on any property interest of Lessee shall be the responsibility of the Lessee. As a condition precedent to approval of this Lease, Lessee

shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.

**Sec. 7.3. Rules and Regulations.** This Lease is subject to the "Rules and Regulations for Charles B. Wheeler Downtown Airport" and as such may be amended by the City.

**Sec. 7.4. Assignment, Sublease and Encumbrances.**

- A. No Right to Assign, Sublease, and Encumber. Lessee has no right to assign, sublet, mortgage, encumber or otherwise affect this Lease or any interest therein, without the prior written consent of City in its sole and absolute discretion.
- B. City Consent. City shall not be obligated to consent to a sublease or assignment. In the event of any proposed sublease or assignment, Lessee, not less than thirty (30) days prior to the proposed effective date of such action, shall give notice to the City which includes the name, address and telephone number of the proposed assignee or sublessee and a fully executed original set of any and all documents being used to affect the proposed actions in a form acceptable to the City. All documents will clearly set forth that the sublease or assignment and assumption actions are subject to and conditioned upon the City's consenting thereto in writing. Any assignee or sublessee must have assumed all obligations of Lessee under this Lease and shall have specifically agreed to perform and observe the covenants and conditions contained in this Lease on Lessee's part to be performed and observed.
- C. Transfer by Operation of Law. Any assignment or transfer of the lease by operation of law or any issuance, sale or transfer of a sufficient number of shares of stock in Lessee to result in a change in control of Lessee shall be deemed an assignment of this Lease for purposes of this section; provided, however, that nothing in this section shall be deemed to require such consent solely as a result of issuance, transfer or sale of shares among the existing stockholders of Lessee; transfer of shares by devise or descent upon the death of any existing stockholder; merger of Lessee into any parent or subsidiary corporation of Lessee or sale of all of Lessee's stock to any such parent or subsidiary corporation.

**Sec. 7.5. Quiet Enjoyment.** Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term demised without hindrance or interruption by City or any other person or persons lawfully or equitable claiming, by, through or under the City, subject, nevertheless, to the terms and conditions of the lease.

**Sec. 7.6. Records/Audit.** The City Auditor, Civil Rights and Equal Opportunity Division and the Aviation Department shall have the right to audit this Lease and all Lessee's books, documents and records relating thereto and such books, documents and records will be made available on ten (10) days written notice. Lessee agrees to maintain its books, records and documents relating to this Lease during the Lease term and for three (3) years thereafter.

**Sec. 7.7. Headings; Construction of Lease.** The headings of each section of this Lease are for reference only. Unless the context of this Lease clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 7.8. Merger.** This Lease, including any referenced Attachments or Exhibits, constitutes the entire

agreement between City and Lessee with respect to this subject matter, and supersedes all prior agreements between City and Lessee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Lease.

**Sec. 7.9. Governing Law.** This Lease shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 7.10. Americans with Disabilities Act.** Lessee agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR Parts 35 and 36 and 29 CFR Part 1630, as applicable and as amended from time to time.

**Sec. 7.11. Rights and Remedies Cumulative.** All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may have exercised any remedy without terminating this Lease shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

**Sec. 7.12. Modification.** Unless stated otherwise in this Lease, no provision of this Lease may be waived, modified or amended except by written amendment signed by City and Lessee. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Lease, shall affect or modify any term or terminology of this Lease and any such act, conversation or communication shall not be binding upon City or Lessee.

**Sec. 7.13. Severability of Provisions.** Except as specifically provided herein, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Lease could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 7.14. Binding Effect.** This Lease shall be binding upon City and Lessee and their successors in interest.

**Sec. 7.15. Representations and Warranties.** City and Lessee each certify that it has the power and authority to execute and deliver this and to perform this Lease in accordance with its terms.

**Sec. 7.16. Compliance with Laws.** Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to this Lease, as they may be amended from time to time, as well as Airport Rules and Regulations, a copy of which Lessee acknowledges it has received and read. Lessee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Lease. City reserves the right to revise, waive portions of, or create additional documents pertaining to the function of the airport. Such updated or additional documents will be provided to Lessee and/or be made publicly available on the Airport's website, as determined appropriate by City. Willful disregard by Lessee of said Rules and Regulations is cause for immediate termination of this Agreement by City and is an event of Lessee's default.



Sec. 7.17. **Force Majeure.** Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, action of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

Sec. 7.18. **Interpretation.** The language of this Lease shall be construed according to its fair meaning, and not strictly for or against either City or Lessee.

Sec. 7.19. **No Personal Liability.** No councilman, director, officer, employee or other agent of either party shall be personally liable under or in connection with this Lease.

Sec. 7.20. **Time is of the Essence.** Time is of the essence of this Lease.

Sec. 7.21. **Affirmative Action.** If the consideration for this Lease exceeds \$300,000.00 and Lessee employs fifty (50) or more people, Lessee shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Lease subject to said provisions, Lessee warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Lease. Lessee shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Lessee shall:

A. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Lessee has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Lease.

B. Submit, in print or electronic format, a copy of Lessee's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Lease, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Lessee does not possess a current certification of compliance, Lessee shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Lease, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

C. Require any Sublessor awarded a sublease exceeding \$300,000.00 to affirm that Sublessor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the sublease.

D. Obtain from any Sublessor awarded a sublease exceeding \$300,000.00 a copy of the Sublessor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the sublease is executed. If, and only if, Sublessor does not possess a current certificate of compliance, Lessee shall obtain a copy of the Sublessor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the sublease is executed. This is a material term of this Lease.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Lessee fails, refuses or neglects to comply with the provisions of Chapter 3 of

City's Code, then such failure shall be deemed a total breach of this Lease and this Lease may be terminated, cancelled or suspended, in whole or in part, and Lessee may be declared ineligible for any further leases offered by City for a period of one (1) year. This is a material term of the Lease.

Sec. 7.22. **Entire Lease.** This Lease, together with all attachments and exhibits constitute the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written, are merged herein.

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

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Date \_\_\_\_\_

**LESSEE**

\_\_\_\_\_  
Name: \_\_\_\_\_ **Date**  
(Print Name)

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



## Part II

### AIRPORT REQUIRED TERMS AND CONDITIONS

#### **SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.**

Changes in contract performance or source of funding may result in the application of additional provisions. The term Lessee for purposes of Part III shall include parties granted property based rights under Part I and II of this agreement. Lessee for purposes of Part III shall include Licensees and Permittee, however, shall not be afforded Lease rights and privileges unless granted such in Part I and II. Lessee performing construction or other work requiring AIP compliance shall be referred to as "Contractor" herein.

**SECTION 2. COMPLIANCE WITH APPLICABLE LAW.** By submitting the proposal that this agreement is based on, the Lessee affirms that the Lessee and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Lessee shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

**SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**SECTION 4. SCOPE OF WORK LIMITED.** This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

**SECTION 5. ACCESS TO RECORDS.** The Lessee must maintain an acceptable cost accounting system. The Lessee agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Lessee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Lessee agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS.** In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

#### **SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE**

##### **A. TITLE VI Solicitation Notice**

The City of Kansas City, Missouri, 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, business 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.



## **B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (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 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

## **C. Compliance with Nondiscrimination requirements.**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Lessee 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 Lessee, 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 Lessee 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 Lessee 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 Lessee of the Lessee'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 Lessee 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee 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 Lessee's noncompliance with the non-discrimination 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 Lessee under the contract until the Lessee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Lessee 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 Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

**SECTION 8. RIGHT TO AMEND.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

**SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS.** This agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a 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.

The Lessee, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Lessee.



Lessee, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Lessee.

Lessee acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

**SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP Reserved.**

**SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.**

A. The Lessee for himself/herself/itself, his/her heirs, personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease 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 Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent 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.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Kansas City, Missouri will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

**SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY.** Lessee will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Lessee shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Lessee is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Lessee is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Lessee agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Lessee shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Lessee that Lessee is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Lessee, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Lessee shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Lessee in writing of any claimed violations so as to permit Lessee an opportunity to participate in any investigation or proceedings.

**SECTION 13. RESERVATIONS.** The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee and without interference or inference.

The City reserves the right, but shall not be obligated to Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.



There is hereby reserved to the City, its successors, assigns and subsequent transferees, 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. The public right of flight 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 from the Kansas City Downtown Airport and/or the Kansas City International Airport.

**SECTION 14. ACCOMMODATIONS.** Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Lessee shall insert this requirement in any agreement, contract or other document by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Lessee warrants that no person shall, on the grounds of race, 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 on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

**SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS.** Reserved.

**SECTION 16. BREACH OF CONTRACT.** Reserved.

**SECTION 17. BUY AMERICAN PREFERENCE.** Reserved. Reserved.

**SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL.** Reserved.

**SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS.** Reserved.

**SECTION 20. COPELAND ANTI-KICKBACK.** Reserved.

**SECTION 21. DAVIS BACON REQUIREMENTS.** Reserved.

**SECTION 22. DEBARMENT AND SUSPENSION.** Reserved.

**SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE.** Reserved.

**SECTION 24. DISTRACTED DRIVING.** Reserved.

**SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS.** Reserved.

**SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY.** Reserved.

**SECTION 27. FAIR LABOR STANDARDS ACT.** Reserved.

**SECTION 28. FOREIGN TRADE RESTRICTION.** Reserved.

**SECTION 29. LOBBYING FEDERAL EMPLOYEES.** Reserved.

**SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT.** Reserved.

**SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Reserved.

**SECTION 32. PROHIBITION OF SEGREGATED FACILITIES.** Reserved.

**SECTION 33. RECOVERED MATERIALS.** Reserved.

**SECTION 34. RIGHT TO INVENTIONS.** Reserved.

**SECTION 35. SEISMIC SAFETY.** Reserved.

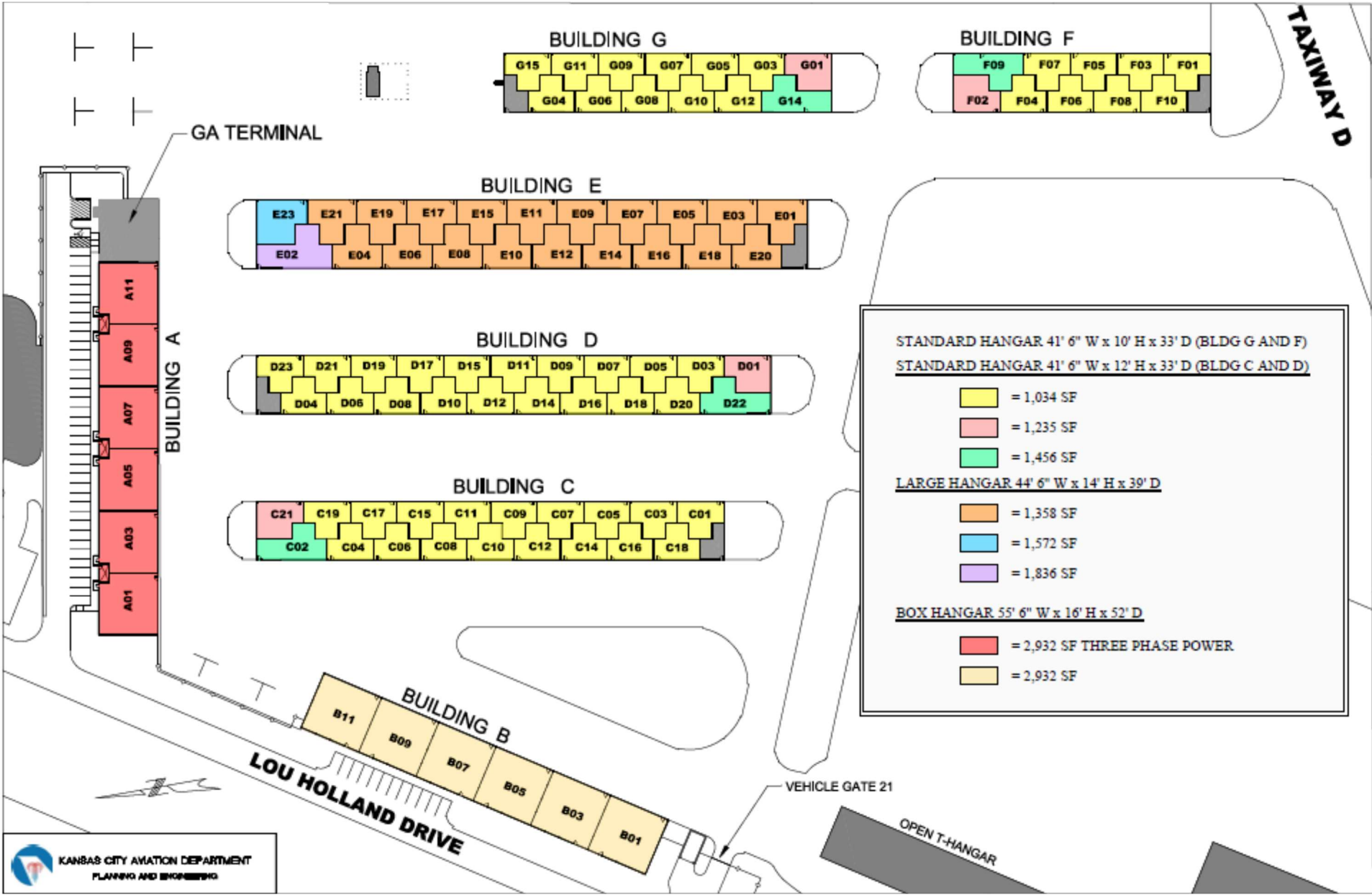
**SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION.** Reserved.

**SECTION 37. TERMINATION OF CONTRACT.** Reserved.

**SECTION 38. TRADE RESTRICTION.** Reserved.

**SECTION 39. VETERAN'S PREFERENCE.** Reserved.

# EXHIBIT A LEASED PREMISES (MAP)





**EXHIBIT B  
RENT SCHEDULE**

<b>EXHIBIT B - RENT SCHEDULE</b>	<b>2023</b>
<b>Effective January 1</b>	
Std Nested T, 1034 SF	<b>\$425.48</b>
Std Nested End Unit, 1235 SF	<b>\$528.42</b>
Std Nested End Unit, 1456 SF	<b>\$597.04</b>
Large Nested T, 1358 SF	<b>\$549.00</b>
Storage E22	<b>\$274.90</b>
Large Nested End Unit, 1572 SF	<b>\$645.08</b>
Large Nested End Unit, 1836 SF	<b>\$754.88</b>
Box Hangar, 2932 SF	<b>\$1,921.50</b>
Box Hangar w/ 3-phase electricity, 2932 SF	<b>\$2,058.75</b>
Commercial Box Hangar, 2932 SF	<b>\$3,843.01</b>
Apron Space (2 Aircrafts)	<b>\$616.75</b>

**EXHIBIT C  
CHANGE OF ADDRESS/PAYMENT METHOD**

**Form for Hangar [redacted]  
Charles B. Wheeler Downtown Airport**

**New Contact information** (One page for each Lessee(s) and Registered fractional owner of Aircraft, or Officer/shareholder/employee as authorized operator of Aircraft Registered in name of Corporation)

**Aircraft is registered as**  Sole owner,  Partnership, or  Corporation.

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Email Address \_\_\_\_\_

Corporate Name and Title \_\_\_\_\_

Billing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Cell Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_

**City Vendor Number** \_\_\_\_\_

(Commercial Tenants Only)

**FOR LEASE RENT PAYMENT BY DEBIT/CREDIT CARD** *(Subject to Lease Section 2.3 (C) fees for lack of payment)*

Debit/Credit Card Authorization  VISA  MasterCard  Other: \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Print Cardholder's Name as it appears on card

\_\_\_\_\_

Cardholder's Signature [redacted] Date [redacted]

cc: KCAD **Accounting and Commercial Development**

**EXHIBIT D**  
**Civil Rights and Equal Opportunity Department**  
**Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas



**EXHIBIT D**  
**Civil Rights and Equal Opportunity Department**  
**Civil Rights and Wage Assurances**

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City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
  
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
  
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.



**EXHIBIT D**  
**Civil Rights and Equal Opportunity Department**  
**Civil Rights and Wage Assurances**

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(d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

