

**MEALS ALOFT CATERING PERMIT BETWEEN BROWARD COUNTY AND GATE GOURMET, INC.**

This Meals Aloft Catering Permit ("Permit") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Gate Gourmet, Inc., a corporation organized under the laws of the State of Delaware and legally authorized to do business in the State of Florida ("Permittee") (collectively, the "Parties").

1. **Privilege.** Subject to the terms of this Permit, Permittee is hereby granted a nonexclusive right and privilege to perform a "Meals Aloft" catering service (commonly known as "In-flight Passengers" catering service) to common airline carriers and private aircraft on the premises of Fort Lauderdale-Hollywood International Airport ("Airport") as of the Effective Date. This is an operating permit and allows Permittee to engage in only the specific activities set forth herein until the date of expiration or such earlier time as this Permit may be terminated by County or replaced with any reissued permit.

2. **Effective Date; Term.** The effective date of this Permit shall be **October 1, 2018** ("Effective Date"). This Permit shall be on a month-to-month basis until terminated as provided below. In no event shall the term of this Permit extend beyond five (5) years after the Effective Date, and if not sooner terminated, this Permit shall expire five (5) years after the Effective Date. The term "Permit Year" as used herein shall mean the period beginning on October 1st of each year and ending on September 30th of the following year; and each twelve-month period thereafter, until the expiration or termination of this Permit.

3. **Termination.** This Permit may be terminated with or without cause by action of County or by Permittee, upon not less than thirty (30) calendar days' written notice to the other party. In the event the Director of Aviation determines that termination is necessary to protect the public health, safety, or welfare, this Permit may be terminated by the Director of Aviation upon such notice as the Director of Aviation deems appropriate under the circumstances. Termination or expiration of this Permit shall not relieve the Parties of any liabilities or obligations hereunder that have accrued on or prior to the expiration date or the date of termination, as applicable. Upon the expiration or termination of this Permit, Permittee shall cease forthwith all operations upon the Airport and shall pay in full all fees and other amounts payable to County then due and owing as set forth in this Permit.

4. **Fees.** In consideration of the Permit herein granted, Permittee shall pay to County five percent (5%) of the total gross revenues of the business conducted by Permittee at the Airport during each Permit Year ("Permit Fee"). The term "Gross Revenues," as used herein, shall mean the aggregate amount of all sales made and services performed, for cash or for credit or otherwise, of every kind, name, and nature, regardless of whether paid for or not, together with the aggregate amount of any exchanges of goods or services at the selling price thereof as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. "Gross Revenues" shall include all monies paid or payable to Permittee and to all subcontractors and management companies of Permittee for goods or services supplied by Permittee or any such subcontractors or management companies to its customers on the premises of the Airport without regard to the manner in which, or the place at which, Permittee has received the order

for such goods or services. The term "Gross Revenues" shall include all surcharges, "port fees," or other similar amounts reflected on any invoice.

- (a) Permittee's payment of the Permit Fee, together with applicable sales taxes thereon, shall be paid in monthly installments, in arrears, commencing on November 10, 2018, and thereafter on or before the tenth (10<sup>th</sup>) day of each and every month. By the 10<sup>th</sup> day of each month, Permittee shall submit a monthly report of all gross revenues for the preceding month, on a form supplied by County, and signed by a responsible accounting officer of Permittee. The report shall be submitted to County along with payment for each monthly installment of the Permit Fee.
- (b) All payments required to be made by Permittee shall be made payable to Broward County Aviation Department, and shall be paid at or mailed to: Broward County Aviation Department, Attn: Finance Department, 2200 SW 45 Street, Suite 101, Dania Beach, Florida 33312, or to such other office or address as may be designated by County.
- (c) Permittee shall keep true and accurate accounts, books, records, and data, which shall, among other things, show all sales made and services performed for cash or credit or otherwise, without regard to whether paid or not, as well as the Gross Revenues of all of Permittee's business performed at the Airport, and all other records required pursuant to this Permit.
- (d) Permittee shall operate its business at the Airport so that an invoice and receipt shall be issued with each sale or transaction, whether for cash or credit. Permittee further shall keep its books and records in accordance with generally accepted accounting principles and shall maintain such other records as County may request, showing gross revenues, sales made, and services rendered for cash and on credit.
- (e) All sales invoices, orders, cash receipts, and all other books and records of Permittee pertaining to its operations at the Airport and pertaining to the reports Permittee provides County pursuant to this Permit shall be retained in Miami-Dade, Broward, or Palm Beach County, Florida, and shall be open for inspection by authorized representatives of County upon request. Upon request, copies of any such records will be provided to County within ten (10) calendar days of the request.
- (f) All books and records pertaining to Permittee's operations at the Airport shall be kept and maintained during the "Retention Period," which shall be the longer of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable; (ii) the period of time covering the term of this Permit and any extensions thereof and for a period of three (3) years after the termination or

expiration of this Permit; or (iii) until resolution of the findings for any audit initiated by County regarding this Permit.

- (g) If the Florida Public Records Act is determined by County, in its sole discretion, to be applicable to Permittee's records, Permittee shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Permittee.
- (h) County shall have the right to audit the books, records, and accounts of Permittee and its subcontractors that are related to this Permit. Permittee and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Permit and performance thereunder. All books, records, and accounts of Permittee and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Permittee or its subcontractor, as applicable, shall make same available at no cost to County in written form. County reserves the right to conduct such audit or review at Permittee's place of business, if deemed appropriate by County, or at County's discretion, a location in Broward County which Permittee shall arrange, upon seventy-two (72) hours' advance notice.
- (i) If, as a result of any audit, it is established that Permittee has understated the Gross Revenues by three percent (3%) or more during any Permit Year covered by the audit, the entire expense of said audit shall be paid by Permittee. Any additional fees due shall forthwith be paid by Permittee to County with interest thereon at eighteen percent (18%) per annum from the date such additional fees were due.
- (j) On an annual basis, Permittee shall provide to County a report that covers all Gross Revenues from Permittee's operations and the operations of any subcontractors or management companies of Permittee at the Airport. The report shall be prepared by the Chief Financial Officer of Permittee when the Permit Fee is less than Twenty-Five Thousand Dollars (\$25,000) for the applicable Permit Year, and an audit report shall be prepared by a Certified Public Accountant in accordance with the provisions of the Codification of Statements on Auditing Standards when the Permit Fee is Twenty-Five Thousand Dollars (\$25,000) or more for the applicable Permit Year. The annual report shall be provided to County within ninety (90) calendar days after the end of each Permit Year and within ninety (90) calendar days following the expiration or termination of this Permit. The obligations of this paragraph shall survive the expiration or earlier termination of this Permit. The annual report shall include the following:
  - (i) A schedule of Gross Revenues by category upon which the monthly payments to County are computed and a list of the payments to County for the Permit Year; and

- (ii) Such other information as may be required by County to verify Gross Revenues.

5. **Late Fees.** Any fees, charges, or other amounts due from Permittee that are received by County more than ten (10) calendar days after the due date shall be subject to interest at the rate of eighteen percent (18%) per annum on the unpaid amount from the date such payment was due. In the event Permittee delivers a dishonored check or draft to County, Permittee shall pay to County a service charge in the amount established by County. In such event (and in addition to any other remedies available to County hereunder or at law or in equity), County may require that future payments be made by cashier's check or other means acceptable to County.

6. **Security Deposit.** As security for Permittee's payment of all monies payable and Permittee's performance of all obligations under this Permit, Permittee shall post a security deposit ("Security Deposit") with County. The amount of the Security Deposit shall equal one-third (1/3) of the estimated annual fees payable each year by Permittee to County, plus any applicable sales taxes.

- (a) The Security Deposit shall be submitted to County simultaneously with submission to County of this Permit as executed by Permittee. The amount of the Security Deposit shall be determined by County, in its sole discretion, and shall be based on an estimate of the total of the Permit Fee and any other amounts expected to be paid by Permittee to County each year. Notwithstanding anything to the contrary herein contained, the minimum amount of the Security Deposit shall be One Thousand Dollars (\$1,000). No interest shall be paid on said Security Deposit.
- (b) The Security Deposit shall be either in the form of cash, an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to County, or a Payment and Performance Bond ("Bond"), in form and substance satisfactory to County.
- (c) County, upon fourteen (14) calendar days' notice to Permittee, may require an increase in the amount of the Security Deposit at any time if Permittee's business reflects an increase in Gross Revenues or increased obligations under this Permit, or if, upon a review of Permittee's payment or performance history at the Airport, County determines, in its sole discretion, that an increase is justified.
- (d) In the event of any failure by Permittee to pay any fees or other amounts when due under this Permit, or upon any other default of Permittee's obligations under this Permit, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down the full amount of the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Permittee shall immediately replenish the Security Deposit with cash, a new Letter of Credit, or Bond, as applicable, in the full amount of the Security Deposit required hereunder.

- (e) If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one year, and the Letter of Credit shall be kept in full force and effect throughout the term of this Permit and for a period of six (6) months following the termination or expiration date of this Permit. If a Bond is posted, then the Bond shall provide coverage from the Effective Date of this Permit and be kept in full force and effect throughout the term of this Permit and for a period of six (6) months following the termination or expiration date of this Permit. Any cancellation of the Bond or the Letter of Credit, without the consent of County, prior to the end of the aforesaid six (6) months' time period shall be a default of this Permit. If Permittee posts a cash deposit, then such cash deposit shall be retained by County throughout the term of this Permit and for a period of six (6) months following the termination or expiration date of this Permit. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit or Bond, Permittee shall submit evidence in form satisfactory to County that said security instrument has been renewed. A failure to renew the Letter of Credit or Bond, as applicable, or to increase the amount of same, if required by County, shall (i) entitle County to draw down the full amount of such Security Deposit, and (ii) be a default of this Permit, entitling County to all available remedies.
- (f) Each Letter of Credit provided hereunder shall be provided by a financial institution of recognized standing authorized to do business in the State of Florida. Throughout the term of the Letter of Credit, Permittee shall ensure that the Letter of Credit is provided by a financial institution that maintains a relationship with a financial institution that has an office in Broward, Miami-Dade, or Palm Beach County, Florida, at which the Letter of Credit may be presented for drawing down, and that the financial institution that issued the Letter of Credit has been in business with a record of successful continuous operation for at least five (5) years.
- (g) Each Bond provided hereunder shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and which maintains a resident agent in Broward County and has been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report.

7. **Habitual Default.** Notwithstanding anything to the contrary contained in this Permit, in the event that Permittee has frequently, regularly, or repetitively defaulted in the performance of or breached any of the terms, covenants, or conditions required to be kept and performed by Permittee under this Permit, and regardless of whether Permittee has cured each individual condition of breach or default, Permittee may be determined by County to be a "habitual violator." At the time that such determination is made, County shall issue to Permittee a written notice advising of such determination and citing the circumstances therefor. Such notice shall

also advise Permittee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively, and shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, County may terminate this Permit upon the giving of written notice of termination to Permittee, such termination to be effective upon delivery of the notice to Permittee.

8. **Indemnification.** Permittee shall at all times hereafter indemnify, hold harmless and defend County and all of County's current, former and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, raised or asserted by any person or entity not a party to this Permit, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Permittee, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Permit (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Permittee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Permit. To the extent considered necessary by County and the County Attorney, any sums due Permittee under this Permit may be retained by County until all of County's claims for indemnification pursuant to this Permit have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

9. **Insurance.** Permittee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Permit, the insurance coverages set forth in **Exhibit A** in accordance with the terms and conditions required by this paragraph. If services are required of Permittee pursuant to this Permit subsequent to the expiration of the Permit, Permittee shall pay for, and maintain in force until County determines all services required of Permittee have been completed such insurance coverage. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of A-, and having agents upon whom service of process may be made in Broward County, Florida.

Permittee shall specifically protect County by naming Broward County as an additional insured/loss payee under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability, and any Property or Environmental Insurance policies.

All retentions, deductibles, and exclusions must be declared in writing and approved by County. Permittee shall be solely responsible to pay all deductibles or retentions applicable to a claim against County.

If Permittee maintains broader coverage or higher limits than the minimums shown above, County requires, and shall be entitled to, the broader coverage or the higher limits maintained

by Permittee.

Permittee shall provide written notice to County of any cancellation or restriction of insurance at least thirty (30) days prior to the date of expiration, or ten (10) days prior to the date of expiration for cancellation due to non-payment, and shall concurrently provide County with a copy of its updated Certificates of Insurance. County reserves the right to obtain a copy of any policy required by this paragraph within fourteen (14) calendar days of a written request to Permittee, either by a personal inspection of the policy at Broward County Aviation Department or by receiving a copy of the policy. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination or expiration of this Permit. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

County may modify the insurance coverages required under this paragraph at any time as County determines necessary to protect County's interest. In such event, County shall notify Permittee of the modified requirements, and Permittee shall provide an updated Certificate of Insurance evidencing such modified coverages within thirty (30) days after County's notice of the modification to the requirements.

The failure of County to demand evidence of the required insurance or to identify any deficiency in Provider's coverage based on the evidence of insurance provided shall not be construed as a waiver by County. The insurance requirements required under this Permit are minimum requirements, and shall in no way limit the Provider's liability arising out of the work performed or related activities.

The terms of this paragraph shall survive the expiration or earlier termination of this Permit.

10. **Subrogation.** Notwithstanding anything to the contrary herein, Permittee waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Permittee's insurance hereunder. Permittee shall obtain from its insurers a waiver of subrogation in favor of County in connection with any loss or damage covered by Permittee's insurance.

11. **Certificate Holder Address.** The certificate holder address shall read Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by County.

12. **Subcontractor Coverage.** Any subcontractor performing work for Permittee shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability, and Pollution coverages. Permittee shall require its subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

13. **Signs.** No signs, posters, or similar devices shall be erected, displayed, or maintained by Permittee without the prior written approval of County, which may be withheld in the sole discretion of County.

14. **Conduct.** The operations of Permittee, its employees, invitees, and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb, or be offensive to others at the Airport, which determination shall be made in the sole discretion of County. County shall have the right to object to Permittee regarding the demeanor, conduct, and appearance of Permittee's employees, invitees, and those doing business with it, whereupon Permittee will take all steps necessary to remove the cause of the objection.

15. **Parking.** Permittee and its employees shall have no right to park vehicles at the Airport except with prior written permission of County and then only where designated by County.

16. **Licenses.** Permittee shall procure and maintain, at its sole cost and expense, all required licenses, certificates, permits, or other authorizations from all governmental authorities having jurisdiction over Permittee's operations at the Airport.

17. **Taxes.** Permittee shall pay all taxes, license, certification, permit, and examination fees and excises that may be assessed, levied, exacted, or imposed on its property or operations hereunder or on the gross receipts or income therefrom, or on any amounts payable hereunder, including, without limitation, sales taxes, and shall make all applications, reports, and returns required in connection therewith. In the event Permittee fails to pay any such taxes, license, certification, permit, and examination fees and/or excises that may be assessed, levied, exacted, or imposed on its property or operations hereunder or on the gross receipts or income therefrom, or on any amounts payable hereunder, including, without limitation, sales taxes, County shall have, in addition to any other legal remedies available under this Permit, at law, or in equity, the right to either a) continue this Permit in full force and effect and enforce all of its rights and remedies under this Permit, including the right to recover fees as it becomes due and payable under this Permit, or b) terminate this Permit and Permittee's right to possession hereunder.

18. **Standards, Responsibilities, and Nondiscrimination.** Permittee agrees to the following standards, responsibilities, and nondiscrimination provisions for its employees, and agrees that it will notify its employees of such standards, responsibilities, and nondiscrimination provisions:

- (a) Permittee shall treat its employees with honesty and respect.
- (b) Permittee shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.
- (c) Permittee shall follow federal and state wage and hour laws, including payment of overtime for hours worked.



- (d) Permittee shall provide its employees the telephone number and e-mail address of Broward County Airport's Safety Management System in order for employees to lodge complaints about working conditions, safety, and training.
- (e) Permittee shall not retaliate against employees for exercising their rights under federal, state, or local laws.
- (f) Permittee shall abide by and comply with the nondiscrimination requirements set forth on **Exhibit B** to the extent same are applicable by law, rule, or regulation, or federal grant requirements.
- (g) Permittee shall not unlawfully discriminate against any person in its operations and activities, or in its use or expenditure of funds in fulfilling its obligations under this Permit. Permittee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Permittee shall take affirmative steps to ensure nondiscrimination in employment against persons with disabilities.
- (h) Permittee's decisions regarding the delivery of services under this Permit shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- (i) Permittee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Permit.

19. **Public Entity Crimes Act.** Permittee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Permit will not violate that Act. In addition to the foregoing, Permittee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Permittee has been placed on the convicted vendor list. Notwithstanding any provision in this Permit to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Permit.

20. **Default by Permittee; Termination.** In addition to all other remedies available to County, this Permit, at the option of County, shall be subject to immediate termination by County should any one or more of the following events of default occur:

- 20.1 By or pursuant to or under authority of any legislative act, resolution, or rule or

- any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Permittee, and such possession or control continues in effect for a period of thirty (30) calendar days; or
- 20.2 Permittee fails to pay any fees owed to County within ten (10) calendar days after written notice thereof; or
  - 20.3 Permittee fails to pay any other monetary obligation required hereunder within ten (10) calendar days after written notice thereof; or
  - 20.4 Permittee fails to maintain or meet any insurance obligation including but not limited to the types of coverages and in the amounts as specified in this Permit and fails to cure same within twenty-four (24) hours after notice by phone, email, or fax; or
  - 20.5 Permittee makes an assignment without the prior written consent of County; or
  - 20.6 Permittee fails to keep, perform, and observe each and every other nonmonetary promise, covenant, and provision set forth in this Permit on its part to be kept, performed, or observed within thirty (30) calendar days after receipt of notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Permittee shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without interruption); or
  - 20.7 Permittee voluntarily abandons, deserts, or discontinues its operation at the Airport for a period of two (2) consecutive calendar days unless said abandonment is the result of a cause beyond the reasonable control of Permittee; or
  - 20.8 If Permittee purposefully misstates or inaccurately reports sales or revenues from its operation, including reporting estimated sales; or
  - 20.9 If Permittee is deemed a habitual violator as that term is defined in Section 7 above.

Upon the occurrence of any event set forth in this Section 20, or at any time thereafter during the continuance thereof, County may, at its option, immediately terminate this Permit and all rights of Permittee hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice, and/or County may exercise any and all other remedies available to County hereunder or at law or in equity. In the event of any such termination, Permittee shall immediately cease operations at the Airport. Any such termination shall be without prejudice to any remedy otherwise available to County.

Upon termination of this Permit, County shall have the right to engage another permittee to provide the services Permittee is authorized to provide hereunder, for such period or periods

(which may extend beyond the term of this Permit) and at such fees and upon such other terms and conditions as County may, in good faith, deem advisable. County shall not be liable and Permittee's liability shall not be affected or diminished in any way whatsoever by the failure of County to obtain another permittee or by the failure of County to collect any fees or other sums due from any such other permittee.

If this Permit terminates for any reason (including expiration of its term or a default hereunder), Permittee shall forthwith remove its personalty from the Airport. If Permittee fails to effect such removal within fourteen (14) calendar days following termination of this Permit, then, at County's option, title to same shall vest in County, at no cost to County, or County may remove such property to a public warehouse for deposit, or County may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage, and sale; second, to any sums owed by Permittee to County with any balance remaining to be paid to Permittee; or County may dispose of any such property in any other manner provided by law. If the expenses of such removal, storage, or sale exceed the proceeds of sale, Permittee shall pay such excess to County upon demand. Permittee shall be responsible for all costs of removal, storage, and sale, and County shall have the right to reimburse itself from the proceeds of any sale for all such costs paid or incurred by County. If any surplus sale proceeds shall remain after such reimbursement, County may deduct from such surplus any other sum due to County hereunder and shall pay over to Permittee any remaining balance of such surplus sale proceeds.

If proceedings are commenced against Permittee by County under this Permit, and compromise or settlement is effected either before or after judgment whereby Permittee is permitted to continue to operate under this Permit, then such compromise or settlement shall not constitute a waiver of any condition or agreement contained herein or of any subsequent event of default.

Any amount paid or expense or liability incurred by County on account of Permittee shall, at the option of County, be deemed to be additional fees due hereunder, and the same may, at the option of County, be added to any fees then due or thereafter falling due hereunder.

Permittee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of any termination of this Permit. The rights given to County herein are in addition to any rights that may be given to County by statute or otherwise.

In the event of any termination of this Permit upon the occurrence of an event of default hereunder, Permittee shall have no further rights hereunder and shall cease forthwith all operations upon the Airport premises and shall pay in full the balance of all fees and other charges as set forth in this Permit for the full term hereof. Permittee's Security Deposit may be applied by County to any sums due to County under this Permit.

21. **Waiver of Breach and Materiality.** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Permit, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Permit

shall not be deemed a waiver of such provision or modification of this Permit. A waiver of any breach of a provision of this Permit shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Permit.

22. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to County or Permittee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

23. **Subordination of Permit.** This Permit, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Permit and all provisions hereof is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Permit, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States government relative to the operations or maintenance of the Airport, the execution of which agreement has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or to the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, as may be amended from time to time. In addition, this Permit is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.

24. **Notices.** In order for a notice to a party to be effective under this Permit, notice shall be in writing and shall be deemed effective when delivered personally or by overnight courier, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth below (or as subsequently modified by written notice), with a contemporaneous copy via e-mail to the addresses listed below. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this paragraph.

FOR BROWARD COUNTY:

County Administrator  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Email: bhenry@broward.org

*with a copy to:*

Director of Aviation  
Broward County Aviation Department  
2200 SW 45 Street, Suite 101  
Dania Beach, FL 33312  
Email: mgale@broward.org

FOR PERMITTEE:

Gate Gourmet, Inc.  
General Counsel  
1880 Campus Commons Drive, Suite 200  
Reston, VA 20191  
Email: \_\_\_\_\_

25. **County's Right to Develop Airport - Regulatory Approvals.** County reserves the rights to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Permittee and without interference or hindrance from Permittee. This Permit shall vest in Permittee no right, title, or interest whatsoever in or to any of the Airport lands or any adjacent lands or roadways of County, other than the privilege of using the same for the purpose of this Permit and upon the terms and conditions set forth herein. Permittee acknowledges that County, from time to time, will be seeking regulatory approvals (collectively "Regulatory Approvals") in connection with Airport projects, which may include the following: (i) amendment of development agreements and orders; (ii) agreements with the State of Florida and other agencies; (iii) land use and zoning amendments; (iv) preparation of environmental assessments and environmental impact statements; (v) such permitting as may be required by federal, state, County or local regulations; and (vi) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of Airport projects. Permittee agrees to cooperate with County in connection with County's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Permit, Permittee covenants and agrees to support County's efforts to obtain the Regulatory Approvals and to execute any documents or instruments reasonably requested by County in order to assist County in obtaining the Regulatory Approvals, provided that Permittee shall not be required to bear any expense in connection therewith and Permittee shall not be deemed an agent of County.

26. **FAA Modifications.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Permit, Permittee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required.

27. **No Liability of Government Representatives.** No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable by or to Permittee under any term or provision of this Permit, or of any supplement, modification, or amendment

to this Permit, or because of any breach thereof, or because of its or their execution or attempted execution.

**28. Environmental Compliance; Environmental Containment and Removal.**

(a) Permittee shall provide County, if requested at any time, with a list of all pollutants or hydrocarbon contaminants, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") stored, used, generated, or disposed of on Airport property by Permittee. Permittee shall complete the form attached hereto as **Exhibit C** and shall deliver same to County contemporaneously with its execution of this Permit. Permittee represents that the matters disclosed on such form are accurate and complete as of the date of execution of this Permit. At the request of County (not more than once a year), Permittee shall provide an accurate and complete update with respect to the matters set forth on **Exhibit C**.

(b) Permittee shall comply with all existing and future federal, state, local and County environmental laws, ordinances, and regulations, and the requirements of any Development Order covering the Airport issued to County pursuant to Chapter 380, Florida Statutes, including, without limitation, those addressing the following:

- (i) Proper use, storage, treatment, and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;
- (ii) Proper use, disposal, and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms, if applicable;
- (iii) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all County, local, state, and federal standards, including the installation and operation of adequate monitoring devices and leak detection systems;
- (iv) Adequate facilities for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof; and
- (v) Compliance with reporting requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code, as applicable, and as such laws may be amended from time to time.

(c) The release of any Materials on Airport premises as a result of Permittee's operations that is in violation of any federal, state, County, or local law, rule, or regulation, or in violation of an order or directive of any federal, state, or local court or governmental

authority, by Permittee or any of its officers, employees, contractors, subcontractors, invitees, or agents, whether such release is committed prior to or subsequent to the date of execution of this Permit, shall be, at Permittee's sole expense. Permittee shall be required to immediately contain, remove and abate any such Materials immediately upon demand by County or any of its agencies or any local, state, or federal regulatory agency, in order to meet the requirements of applicable environmental laws, rules, and/or regulations. If Permittee does not take action immediately to have such Materials contained, removed, and abated, County or any of its agencies may, upon reasonable notice to Permittee (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials. Any such action by County or any of its agencies shall not relieve Permittee of its obligations under this or any other provision of this Permit or as imposed by law. No action taken by either Permittee or County to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. As used in this Permit, "Permittee's operations" and "Permittee's actions," and words of similar import, shall include all actions and inaction by Permittee or by any of its officers, employees, contractors, subcontractors, invitees, or agents.

(d) Permittee shall without delay provide County with immediate notice of releases of Materials occurring at any area used by Permittee or occasioned due to Permittee's operations at the Airport, which notices shall be provided in accordance with the requirements of County's policies and procedures manual. Permittee shall maintain a log of all such notices and shall also maintain all records required by federal, state, County, and local laws, rules, and regulations, and also include such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules, and regulations. Upon request by County, Permittee shall make all documentation required by this subparagraph available for the review of County representatives.

(e) As required by law, Permittee shall provide the federal, state, County and local regulatory agencies with notice of spills, releases, leaks, or discharges (collectively, "release") of Materials on the Airport property which exceeds an amount required to be reported to any local, County, state, or federal regulatory agency under applicable environmental laws, rules, and regulations, which notice shall be in accordance with applicable environmental laws, rules, and regulations. Permittee shall further provide County and the County Environmental Protection and Growth Management Department (or successor agency) with written notice within one (1) business day following commencement of same of the curative measures, remediation efforts, and/or monitoring activities to be effected. Permittee shall have an updated contingency plan in effect relating to such releases which provide minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of spills and releases, and transfer and disposal of regulated Materials and other Materials. The contingency plan shall describe design features, response actions, and procedures to be

followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials, or petroleum products or other Materials. Permittee agrees to permit entry of any premises it occupies at the Airport at all reasonable times of inspectors of the County Department of Planning and Environmental Protection or (successor agency) and of other regulatory authorities with jurisdiction.

(f) County, upon reasonable written notice to Permittee, shall have the right to inspect all documents relating to the environmental condition of the premises used by Permittee at the Airport, including, without limitation, the release of any Materials, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules, and regulations, or any development order issued to County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Permittee agrees to allow inspection of the premises used by Permittee at the Airport by appropriate federal, state, County, and local agency personnel in accordance with applicable environmental laws, rules, and regulations, and as required by any development order issued to County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes.

(g) If County arranges for the removal of any Materials at the Airport that were released by Permittee or any of the officers, employees, contractors, subcontractors, invitees, or agents of Permittee, all costs of such removal incurred by County shall be paid by Permittee to County within ten (10) calendar days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

(h) Permittee shall not be liable for the release of any Materials caused by anyone other than Permittee or any of its officers, employees, contractors, subcontractors, invitees, or agents. Nothing herein shall relieve Permittee of its general duty to cooperate with County in ascertaining the source and the containing, removing, and abating of any Materials at the Airport. County shall cooperate with Permittee with respect to Permittee's obligations pursuant to these provisions, including making public records available to Permittee in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Permittee of its obligations hereunder or to create any affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with County codes, ordinances, rules, and regulations, federal laws and regulations, state and local laws and regulations, development orders, and grant agreements. County and its employees, contractors, and agents, upon reasonable written notice to Permittee, and the federal, state, local, and other County agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules, and regulations, shall have the right to enter any premises used by Permittee at the Airport for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate.



(i) The provisions of this paragraph shall survive the expiration or other termination of this Permit.

29. **Security Requirements.** Permittee certifies and represents that it will comply with the Airport Security Requirements attached hereto as **Exhibit D**.

30. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Permit shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Permit shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Permit must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS PERMIT, PERMITTEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PERMIT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS PERMIT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

31. **Authority to Execute; Binding Document.** The individuals executing this Permit on behalf of Permittee personally warrant that they have full authority to execute this Permit on behalf of Permittee for whom they are acting herein. This Permit shall be binding upon any the successors and assigns of Permittee.

32. **Right of Flight.** County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.

33. **Height Restriction.** Permittee shall restrict the height of structures and other obstructions on the premises from which it operates to a height in order to comply with all applicable Federal Aviation Regulations, including, but not limited to, 14 CFR Part 77.

34. **No Airport Hazard.** Permittee shall prevent any use of the premises from which it operates that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute a hazard.

35. **Discrimination.** Permittee shall make available all Airport facilities and services to the public, without unjust discrimination; and refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any Airport service.

36. **No Exclusive Rights, Federal Aviation Act, Section 308.** Nothing herein contained shall be deemed to grant Permittee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et seq., for the conduct of any activity on the Airport. It is expressly understood and agreed that the privileges granted under this Permit are non-exclusive and County reserves the right to grant similar privileges to other permittees or users of the Airport facilities. Nor privileges other than the privileges expressly and specifically granted, are granted or intended to be granted to Permittee by this Permit.

37. **Damage to Airport.** Permittee shall be responsible for any and all damage to the Airport caused by the negligence of Permittee or its agents, employees, contractors, subcontractors, or invitees, including, but not limited to, damage to terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities, and any and all areas where any activities are performed by Permittee. Any such damage shall be covered by Permittee's general liability insurance policies, as required by Article 9 of this Permit.

38. **Compliance with Laws.** Permittee and its officers, agents, employees, invitees, and those doing business with Permittee, shall promptly observe and comply with the provisions of any and all present and future Federal, State, County, and other applicable laws, ordinances, rules, regulations, advisory circulars, requirements, orders, and directions that may pertain or apply to Permittee or its operations at the Airport.

39. **Rights in Documents and Work.** Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Permit are and shall remain the property of County, and, if a copyright is claimed, Permittee grants to County a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. Upon the expiration of or earlier termination of this Permit, any reports, photographs, surveys, and other data and documents prepared by Permittee, whether finished or unfinished, shall become the property of County and shall be delivered by Permittee to County within seven (7) days of expiration or termination of this Permit. Any compensation due to Permittee shall be withheld until all documents are received as provided herein. Permittee shall ensure that the requirements of this Article are included in all agreements with its subcontractor(s).

40. **Public Records.** To the extent Permittee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Permittee shall:

- (a) Keep and maintain public records required by County to perform the services under this Permit;
- (b) Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Permit and following completion or termination of this Permit if the records are not transferred to County; and
- (d) Upon expiration or termination of this Permit, transfer to County, at no cost to County, all public records in possession of Permittee, or keep and maintain public records required by County to perform the services. If Permittee transfers the records to County, Permittee shall destroy any duplicate public records that are exempt or confidential and exempt. If Permittee keeps and maintains public records, Permittee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The obligations of this paragraph shall survive the expiration or earlier termination of this Permit. The failure of Permittee to comply with the provisions of this paragraph shall constitute a material breach of this Permit entitling County to exercise any remedy provided in this Permit or under applicable law.

A request for public records regarding this Permit must be made directly to County, who will be responsible for responding to any such public records requests. Permittee will provide any requested records to County to enable County to respond to the public records request.

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

**IF PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PERMITTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERMIT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE BROWARD COUNTY AVIATION DEPARTMENT'S ADMINISTRATION SECTION AT <http://www.broward.org/OpenGovernment/Pages/PRRCoordinatorList.aspx>.**

41. **Assignment and Performance.** Neither this Permit nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Permittee without the prior written consent of County. If Permittee violates this provision, County shall have the right to immediately terminate this Permit. Permittee represents that each person and entity that will provide services under this Permit is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Permittee agrees that all services under this Permit shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

42. **Conflicts.** Neither Permittee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Permittee's loyal and conscientious exercise of judgment and care related to its performance under this Permit. None of Permittee's officers or employees shall, during the term of this Permit, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Permittee is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this paragraph shall not preclude Permittee or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Permittee is permitted pursuant to this Permit to utilize subcontractors to perform any services required by this Permit, Permittee shall require such subcontractors, by written contract, to comply with the provisions of this paragraph to the same extent as Permittee.

43. **Contingency Fee.** Permittee represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Permittee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Permit. If County learns that this representation is false, County shall have the right to terminate this Permit without any further liability to Permittee. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Permittee under this Permit the full amount of such fee, commission, percentage, gift, or consideration.

44. **Prior Agreements.** This Permit represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Permit that is not contained in this written document.

45. **Use of County Logo.** Permittee shall not use County's name, logo, or otherwise refer to this Permit in any marketing or publicity materials without the prior written consent of County.

46. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Permit and executed by County and Permittee or others delegated authority or otherwise authorized to execute same on their behalf.

47. **Severability.** In the event any part of this Permit is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Permit and the balance of this Permit shall remain in full force and effect.

48. **Independent Contractor.** Permittee is an independent contractor under this Permit. In providing services under this Permit, neither Permittee nor its agents shall act as officers, employees, or agents of County. Permittee shall not have the right to bind County to any obligation not expressly undertaken by County under this Permit.

49. **Third-Party Beneficiaries.** Neither Permittee nor County intends to directly or substantially benefit a third party by this Permit. Therefore, the Parties agree that there are no third-party beneficiaries to this Permit and that no third party shall be entitled to assert a claim against either of them based upon this Permit.

50. **Joint Preparation.** This Permit has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

51. **Interpretation.** The headings contained in this Permit are for reference purposes only and shall not in any way affect the meaning or interpretation of this Permit. All personal pronouns used in this Permit shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Permit as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or paragraph of this Permit, such reference is to the section or paragraph as a whole, including all of the subsections of such section or paragraph, unless the reference is made to a particular subsection or subparagraph of such section or paragraph. The term "County," as used herein, means the Board of County Commissioners, and shall include its authorized representatives. The term "Aviation Department," as used herein, means the Broward County Aviation Department and the authorized representatives thereof.

52. **Agent for Service of Process.** It is expressly understood and agreed that if Permittee is not a resident of the State of Florida, or is an association or partnership without a member or partner resident in Florida, or is a foreign corporation, then Permittee designates the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Permit, and the service shall be made as provided by the laws of the State of Florida for service upon a nonresident who has designated the Secretary of State as the agent for service. It is further expressly agreed, covenanted, and

stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Permittee may be personally served with such process out of this State by certified mailing to Permittee at the address set forth herein. Any such service out of this State shall constitute valid service upon Permittee as of the date of mailing. It is further expressly agreed that Permittee is amenable to and hereby agrees to the process so served, submits to personal jurisdiction, and waives any and all objections and protest thereto.

53. **No Claims; Waiver of Claims.** Permittee acknowledges that, through the Effective Date hereof, it has no claims against County with respect to any of the matters covered by this Permit. Permittee hereby waives any claim against Broward County and its officers, commissioners, and employees for any consequential damages, including, without limitation, any loss of business or anticipated profits, caused by (a) any default of County hereunder, or (b) any suit or proceedings directly or indirectly attacking the validity of this Permit or any part thereof, or (c) by any judgment or award in any suit or proceeding declaring this Permit or any part thereof null, void, or voidable, or delaying the same or any part thereof, from being carried out, or (d) any change in the operation or configuration of, or any change in procedures governing the use of, the Airport. Permittee shall have no right of set-off or right to assert any counterclaim against any of the amounts payable by Permittee to County under this Permit.

54. **Specific Performance.** The Parties agree that in addition to all other remedies, the obligations contained herein shall be subject to the remedy of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Permit. The Parties hereby waive any and all requirements that the other party post any security or collateral which may be otherwise required or stipulated as a condition for such party to obtain specific performance, injunctive relief, or writ of prohibition or mandamus or other equitable relief.

55. **Survival.** Upon termination or expiration of this Permit, Permittee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Permit to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the Parties shall terminate or be considered canceled upon execution of this Permit. Rather, such obligation shall continue as if it had accrued under this Permit until the obligation is satisfied.

56. **Police/Regulatory Powers.** County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Airport, any improvements thereon, or any operations at the Airport. Nothing in this Permit shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

57. **Incorporation by Reference.** The attached **Exhibits A, B, C, and D** are incorporated into and made a part of this Permit.

58. **Multiple Originals.** This Permit may be executed in multiple originals, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

59. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of paragraphs 1 through 59 of this Permit, the provisions contained in paragraphs 1 through 59 shall prevail and be given effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have made and executed this Permit: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and \_\_\_\_\_, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

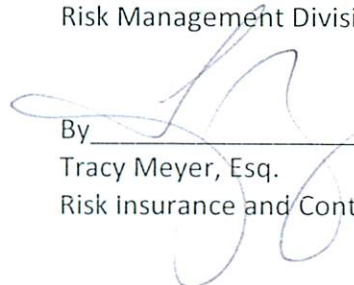
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

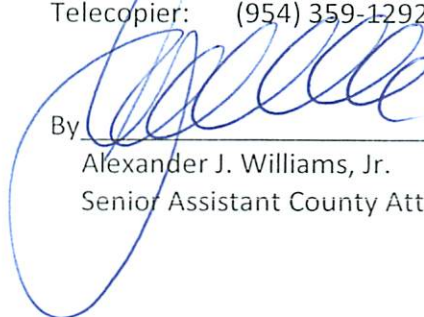
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By  \_\_\_\_\_  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

7-18-18

By  \_\_\_\_\_  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

7/18/18

AJW  
05/18/2018  
#294517.7



MEALS ALOFT CATERING PERMIT BETWEEN BROWARD COUNTY  
AND GATE GOURMET, INC.

PERMITTEE

gategroup  
Legal  
E&A

WITNESSES:

GATE GOURMET, INC.

\_\_\_\_\_  
Signature

By: [Signature]  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

DREW NIEMEYER PRESIDENT  
Print Name and Title

\_\_\_\_\_  
Signature

6<sup>th</sup> day of July, 2018

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

[Signature]  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



BY: [Signature]  
AUTHORIZED SIGNOR

JENS KULLEN - TREASURER  
PRINT NAME AND TITLE

6<sup>th</sup> DAY OF JULY 2018

EXHIBIT A

Minimum Insurance Requirements for Meals Aloft.

The following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

TYPE OF INSURANCE Accord 25 Form Self-Insurance is not approved All Deductibles are responsibility of Vendor	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment <input checked="" type="checkbox"/> Fire legal liability	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$3 mil airside \$1 mil landside	\$3 mil airside \$1 mil landside
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$5 mil airside \$1 mil landside	
<input type="checkbox"/> Excess/Umbrella	Max Ded \$25K		
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$500 k
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TEN THOUSAND DOLLARS (\$10,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <b>Additional Insured: Broward County.</b> Also when applicable certificate should show. Certificate Must be Signed and All applicable Deductibles shown. <b>INSURED is RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.</b> Indicate bid number, RLI, RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act **CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:**

**Name & Address of Certificate Holder**  
 Broward County  
 2200 SW 45<sup>th</sup> Street, Suite 101  
 Fort Lauderdale, FL 33301 RE airlines asp

Aviation Department  
 Risk Manager

EXHIBIT A

Minimum Insurance Requirements for Meals ALOft.

The following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

TYPE OF INSURANCE Accord 25 Form Self-Insurance is not approved All Deductibles are responsibility of Vendor	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment <input checked="" type="checkbox"/> Fire legal liability	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$3 mil airside \$1 mil landside	\$3 mil airside \$1 mil landside
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$5 mil airside \$1 mil landside	
<input type="checkbox"/> Excess/Umbrella	Max Ded \$25K		
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$500 k
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. <b>NO DEDUCTIBLE SHALL BE GREATER THAN TEN THOUSAND DOLLARS (\$10,000.00)</b> "claims made" basis must remain in force for two (2) years after the termination of this contract			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: <b>Broward County</b> . Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. <b>INSURED is RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.</b> Indicate bid number, RLI, RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act **CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:**

**Name & Address of Certificate Holder**  
 Broward County  
 2200 SW 45<sup>th</sup> Street, Suite 101  
 Fort Lauderdale, FL 33301 RE airlines asp

Aviation Department  
 Risk Manager

**EXHIBIT B**  
**NONDISCRIMINATION REQUIREMENTS**

- I. During the performance of this permit, Permittee agrees as follows:
- (a) **Compliance With Regulations.** The Permittee will comply with 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 permit.
  - (b) **Nondiscrimination.** The Permittee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - (c) **Solicitation for Subconsultants, Including Procurement of Materials and Equipment.** In all solicitation either by competitive bidding or negotiation made by Permittee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
  - (d) **Information and Reports.** The Permittee 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 Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - (e) **Sanctions for Noncompliance.** In the event of Permittee's noncompliance with the nondiscrimination provisions of this permit, County will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments to the Permittee under the permit until there is compliance, and/or (2) cancelling, terminating, or suspending the permit, in whole or in part.

- (f) **Incorporation of Provisions.** Permittee shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Permittee shall take such action with respect to any subcontract or procurement as County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Permittee becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Permittee may request County to enter into any litigation to protect the interests of County. In addition, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

**II. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS**

Permittee, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligations to another, the transferee is obligated in the same manner as the Permittee. This provision binds Permittee through the termination of the permit. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT C  
ENVIRONMENTAL DOCUMENTS

Company Name:

CAFFE GOURMET # 426/1016

Mailing Address:

4140 SW 30<sup>TH</sup> AVE. SUITE 104  
Street or Post Office Box

City: HOLLYWOOD State: FL Zip Code: 33312

Type of Agreement:

\_\_\_\_\_

Please describe the activities performed and services provided on leasehold:

FOOD PRODUCTION AND CATERING FOR  
AIRLINE INDUSTRY.  
\_\_\_\_\_  
\_\_\_\_\_

Will there be fueling: Yes \_\_\_ No \_\_\_ NA

Will there be maintenance: Yes \_\_\_ No \_\_\_ NA

Will there be plane washing: Yes \_\_\_ No \_\_\_ NA

Permittee has the following documents, if applicable, which may be requested by the County for review: If not applicable, denote "NA."

1. Best Management Plan, dated NA.
2. Storm water Pollution Prevention Plan, dated NA.
3. Spill Prevention Control and Countermeasures Plan, dated NA.
4. Hazardous Materials Plan, dated NA.
5. Other applicable environmental plans:

Is Permittee required to file the SARA Title III Reporting? Yes \_\_\_ No \_\_\_ N A  
If Yes, was last filed on (date) \_\_\_\_\_.

Is Permittee a generator of hazardous waste pursuant to 40 CFR 261?  
Yes \_\_\_ No ✓.

If Yes, the status is \_\_\_\_\_ conditionally exempt; \_\_\_\_\_ small; \_\_\_\_\_ large quantity Generator.

If required, reports were filed on (date) N A.

The following environmental licenses and/or permits (County, State, Federal) are issued to Permittee: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water.)

N A

Permit Name/Type	License No.	Date Expires
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		



**EXHIBIT D**  
**SECURITY REQUIREMENTS – COUNTY AVIATION DEPARTMENT**

Airport Security Program and Aviation Regulations.

Permittee agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Permittee, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Permittee also agrees to comply with County's Airport Security Program, including any emergency response training program that may be instituted and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that subconsultants/subcontractors, employees, invitees and/or guests of Permittee observe these requirements. If required by County, Permittee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Permittee, its subconsultants/subcontractors, employees, invitees and/or guests, County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Permittee agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Permittee further agrees to rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Permittee fails to remedy any such deficiency, County may do so at the sole cost and expense of Permittee. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- (a) Access to Security Identification Display Areas and Identification Media. Permittee shall be responsible for requesting County to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Permittee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Permittee's personnel transferred from the Airport, or terminated from the employ of Permittee, or upon termination of this Permit. Before an Airport Issued Identification Media is issued to an employee, Permittee shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by County. Permittee shall pay or cause to be paid to County such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and



those not returned to County in accordance with these provisions. County shall have the right to require Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- (b) Operation of Vehicles on the AOA: Before Permittee shall permit any employee of Permittee or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by a County Aviation Department approved escort), Permittee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Permittee or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by County, which identification must be displayed as required by County.
- (c) Consent to Search/Inspection: Permittee agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Permittee further agrees on behalf of itself and its subconsultant/subcontractor, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to County. Permittee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Permittee agrees that persons not executing such consent-to-search/inspection form shall not be employed by Permittee or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Permittee or by any subconsultant/subcontractor.
- (d) Permittee understands and agrees that if any of its employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Permit to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by County.
- (e) The provisions hereof shall survive the expiration or any other termination of this Permit.