

Dallas Fort Worth International Airport
Concessions Lease

ARTICLE 1:

Lease Number:

Concessionaire:

Allocable Square
Feet:

Tradename:

Permitted Use:

Commencement Date: The term will begin on (“_____”) or upon the receipt of the Temporary Certificate of Occupancy (“TCO”); whichever is earlier.

Term: The term shall expire _____ years from the Commencement Date.

Minimum Annual Guarantee: \$subject to increases as outlined in Section 4.02 A

Percent Rent: Percent (%) of Gross Receipts for the sale of food and non-alcoholic beverages, hereafter known as Category 2.

Percent (%) of Gross Receipts for the sale of alcoholic beverages, hereafter known as Category ALCO.

Percent (%) of all other Gross receipts not listed above, hereafter known as Category MISC.

Fifteen Percent (15%) of Branding Fees, Marketing Fees, Merchandising Fees, Promotional Allowances, Retail Display Allowance (RDA), and any type of Ancillary Advertising, hereafter known as Category ALLO.

Concessionaire Charges: As per the Schedule of Charges.

Cash Deposit or Surety Bond: 25% of the initial MAG: initially,
DFW Reserves the right to review at the beginning of each fiscal year and may increase the bond based on prior year’s payment history.

M/WBE Commitment: % or Good Faith Effort

ACDBE Commitment: % or Good Faith Effort

Product Exclusive Rights: Concessionaire acknowledges that the Board currently has a semi-exclusive (95%) beverage pouring rights agreement with Coca-Cola Refreshments USA, Inc. Pouring rights shall apply to the dedication of display and cooler space and the selection of non-alcoholic beverage products displayed, sold and served by Concessionaire. The Board reserves the right to allow other competitive beverage products to be allocated in the remaining 5% of space, provided that:

(a) no competitive product shall be displayed, sold and/or served on or from any equipment, except as set forth below, provided by Concessionaire or bearing Concessionaire's trademarks or logos; and (b) there shall be no competitively-branded coolers anywhere on the premises. Allocation of display space for non-exempt beverage products shall be according to the Beverage Exclusivity Policy.

All water products must be purchased through Coca-Cola Refreshments USA, Inc. Beverage pouring rights shall exclude any coffee or tea product that is not bottled.

Concessionaire agrees to include products included in said Agreement in Concessionaire's menu, if applicable, and purchase said products via the Airport's exclusive agreement to the extent those products are not in conflict with agreements existing prior to January 2004.

An initial price ceiling on 20 oz. bottled beverages has been set not to exceed \$2.50. The price ceiling for various beverage products shall be reviewed annually for price adjustments.

Should The Coca-Cola Company Agreement expire during the term of this contract and another soft drink company wins the contract, the concessionaire shall comply with the new company's product mix.

Special Provisions:

Location(s):

Terminal	ID Number	Column Number	Gate	Square Footage	Name of Business
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*Square Footage may be adjusted after final build-out per Section 2.01 (A) of the Lease.
Location Address: (Terminal, Gate, Column)

NOTE: This Lease contains other provisions and additional information about the items listed in **Article 1**. In the event of any inconsistency between other provisions in this Lease and **Article 1, Article 1** shall control. Concessionaire acknowledges that it has read this entire Lease carefully.

Concessionaire's Initials

This concession lease (hereinafter called "Lease") is made and entered into by and between the Dallas/Fort Worth International Airport Board (hereinafter called the "Board"), a Joint Airport Board of the Cities of Dallas and Fort Worth, Texas (hereinafter called the "Cities"), and the above Concessionaire (hereinafter called "Concessionaire").

Board:

Dallas Fort Worth International Airport
ATTN: Airport Concessions Department
P.O. Box 619428
DFW Airport, Texas 75261
972-973-4820 (Phone)

Mailed Payments or Notices:

Dallas Fort Worth International Airport
P.O. Box 974551
Dallas, Texas 75397-4551

All Courier Mail:

Dallas Fort Worth International Airport
ATTN: Airport Concessions Department
2400 Aviation Drive
DFW Airport, Texas 75261

Notices:

Concessionaire:

Partner:

In consideration of the rents and covenants hereinafter set forth, the Board does hereby lease to Concessionaire, and Concessionaire does hereby lease from the Board, the herein described premises ("the Premises") upon the following terms and conditions: