



**REQUEST FOR PROPOSALS AND CONTRACT
DOCUMENTS FOR
FOOD & BEVERAGE CONCESSION
Pangborn Memorial Airport
East Wenatchee, Washington**

REQUEST FOR PROPOSAL (RFP)
FOOD & BEVERAGE CONCESSIONS
AT
PANGBORN MEMORIAL AIRPORT

Pangborn Memorial Airport (Airport) is soliciting proposals to operate the food & beverage concessions in the passenger terminal. The Airport is open to considering all proposals regarding the type of service, menu, and food/beverage pricing, while acknowledging that the Airport intends to continue providing snack (chips, candy, snack foods) and beverage vending machine options on Airport premises.

The Airport invites potential concessionaires to propose the following:

- The operation of the restaurant
- Restaurant menu
- Menu Pricing
- Hours of operation
- Staffing
- Food/Beverage Equipment (other than equipment owned by the Airport) to operate concessions

At a minimum the Airport requires the restaurant operator to:

- Operate at least 5 days per week, and open at least 90 minutes prior to each scheduled flight departure and close no sooner than 30 minutes after each scheduled departure, with the exception of New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day with ability to keep concession open upon the occurrence of flight delays;
- Within 60 days of the date of first operation, obtain all necessary permits and licenses and be able to legally serve and sell alcoholic beverages;
- Accept all major credit and debit cards;
- Provide all business related communication equipment, cash registers, etc.
- Provide a public telephone number for customers
- Provide periodic catering services to Airport tenants, Airport administration, Fixed Based Operator and private general aviation users

A sample Concession Agreement is included in this RFP. Should conflicts exist between these specifications and the Sample Concession Agreement (**Exhibit A**), the wording of the Agreement will prevail. The Sample Agreement is written for the operation of the restaurant and travel-related concession services. The specifications in this RFP are intended to be descriptive in nature.

GENERAL INFORMATION

Pangborn Memorial Airport is a primary commercial service airport owned and operated by the Ports of Chelan and Douglas Counties. The Airport is currently served by Alaska Airlines with daily flights to Seattle-Tacoma International Airport (See **Exhibit B** for schedule). In addition, the Airport is actively pursuing additional air service that would provide non-stop service to the San Francisco bay area.

The Airport enplaned approximately 65,000 passengers in 2018, a 7% increase over 2017. In 2018, more than 127,000 people traveled in and out of Pangborn Memorial Airport. The Airport terminal facility, constructed in 1997, is approximately, 24,000 square feet. Tenants include Hertz, Avis/Budget, Enterprise, Transportation Security Administration, and Alaska Airlines.

In addition to airline passenger traffic, the Pangborn Industrial Service Area is home to over 40 businesses that employ more than 700 people who work within 3-5 minutes of the Airport. The Airport is located approximately four miles east of downtown East Wenatchee.

The Airport has established a policy to provide free parking, up to four hours, for customers who use parking facilities. This policy applies to café customers.

2.0. GOAL and OBJECTIVES

The ability to generate revenue to offset the cost of providing the concession space and contribute financially to the operation of the Airport is a high priority for the Airport. However, an equally important priority, and the objective of this solicitation, is to ensure the provision of a high quality food/beverage service for the traveling public using the Airport. Therefore, the highest criteria for considering proposals resulting from this solicitation, are the level and quality of service of the food/beverage operation/concessions proposed.

3.0. CONTRACT TERM

The term of the Concession Agreements shall commence on or before the 30th day following notification of selection, with term options negotiable up to three (3) years with one two-year option depending on the performance of the Concessionaire as determined by the Airport Director.

4.0. FACILITIES AND EQUIPMENT

The Airport owns the furniture, fixtures and equipment (FF&E) at the Airport, including without limitation as set forth in **Exhibit C**. The successful concessionaire may, but is not required to use the Airport's FF&E; provided, however, that the concessionaire

acknowledges that the age of the FF&E exceeds 13 years, and is provided “as-is” and “where-is” and without warranty. The restaurant will have seating for approximately 25 customers, including tables/chairs. The concessionaire may have to provide some fixtures, such as coffee makers and blenders, to complete food and beverage delivery to the customer. Each proposer may arrange to view the restaurant site and equipment prior to submitting their proposal.

5.0. DUTIES AND OBLIGATIONS OF AIRPORT

The Airport shall provide and pay the cost of the water, electrical power and building heating and cooling.

6.0. EQUAL EMPLOYMENT OPPORTUNITY

The Airport does not discriminate in the administration of any of its programs or activities and the selection hereunder will be made only upon the basis of occupational qualifications and without regard to race, color, religion, sex, age, national origin or disability.

Proposer will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the grounds of or because of the basis of race, sex, religion, age, national origin, or disability.

The Proposer, for itself, its personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

A. no person on the grounds of race, color, creed, sex, age or national origin or handicap shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of its facilities;

B. in the furnishing of services, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin or handicap; and

C. Proposer shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the Airport shall have the right to terminate this Agreement.

9.0. PRE-PROPOSAL QUESTIONS

Prospective proposers are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed resultant Contract, constitute grounds for a claim of any kind after resultant Contract award. All requests for additional information or clarification of the proposal documents must be submitted in writing to Trent Moyers, Airport Director at trent@flyeat.org before 3:00 p.m. Friday, April 12, 2019. Addendums will be issued via the Airport website, www.flywenatchee.com.

10.0. EVALUATION CATEGORIES/CRITERIA

Evaluation of proposals will be performed by a Selection Committee composed of Airport staff.

The following are the categories to be evaluated:

| <u>CRITERIA</u> | <u>MAXIMUM POINTS</u> |
|--|-----------------------|
| • BUSINESS and MARKETING PLAN | 25 |
| • DEMONSTRATED EXPERIENCE | 20 |
| • SCOPE OF MENU and /or INVENTORY | 15 |
| • PRICING OF MENU and/or INVENTORY | 15 |
| • PROPOSED PERCENTAGE OF GROSS REVENUE | 15 |
| • CUSTOMER SERVICE SUMMARY | 10 |

11.0. PROPOSAL RESPONSE REQUIREMENTS

Each Proposal should be responsive to the requests for information in this RFP and should be sufficiently detailed and contain all information necessary for complete evaluation thereof by the Selection Committee.

12.0. PROPOSAL REQUIREMENTS

Qualified parties wishing to submit a proposal under this solicitation are encouraged to use the current Concession and Lease Agreement as a guide. However, this by no means should restrict Proposers who believe that alternative agreement rights, responsibilities and terms would better enable a concession operation which achieves the Airport’s objectives, as stated above.

In considering the responsibility of proposers the Airport will examine the following factors. The successful proponent will address each factor specifically and completely in its proposal:

- A.** Degree of experience in operating a restaurant and/or gift shop. Proposers are required to have successful experience operating a café, bakery, restaurant and/or gift shop, and must include a list of locations and their size.
- B.** Operation of the restaurant and/or gift shop, to include management of multiple employees, supplies and food to be well stocked and properly stored, and a schedule of daily, weekly and monthly cleaning to be performed.
- C.** Provide experience with other airport concessions, if any.
- D.** Proposer must provide an organizational chart including the company's management

structure, and a statement of qualification and experience of the management personnel that will be directly involved in management of the restaurant.

- E. Proposer must provide three professional (3) references. All references will include the contact person, title, company, address, telephone and email address for each reference given.
- F. Proposer must provide a copy of its license to do business in the State of Washington or documentation that the company is capable of becoming licensed.
- G. Proposer must submit a statement detailing any cancellation, default or notice of default for lack of performance or for any other reason at any location in the United States within the past five (5) years.
- H. Each proposal shall include a proposed fee arrangement, consisting of a percentage of gross revenue payable to the Airport, in addition to a flat monthly rent.
- I. Proposer must declare outstanding obligations or contracts that might adversely affect the proposer's ability to perform the Airport contract.
- J. Proposer must provide copies of the last three (3) inspections by the Health Department if applicable and available.
- K. Proposer must state if business is a Certified Disadvantaged Business Enterprise and provide certification.
- L. Attachment A – Business Plan describing plans for operation and Proposer’s goals and objectives including anticipated revenues and expenses, staffing, detailed plans for marketing (including if applicable any anticipated themes, branding or signage) and hours of operation.
- M. Attachment B – Menu & Pricing; Non-food Concession Items & Pricing

PREPARATION OF PROPOSALS

- A. All documentation submitted with this proposal shall be bound in a single folder.
- B. Proposals shall be prepared simply and economically providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this quotation. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- C. A customer service summary shall be included in the proposal detailing specifically how the proposer will provide the highest level of customer service available to the users

of Pangborn Memorial Airport.

- D. Each proposer shall include a brief proposed plan of operation including the general menu items and types of service anticipated, including proposed pricing.
- E. Three copies of proposal for Airport use.
- F. Proposal must include the questionnaire included on Page 8 of this Request for Proposal

SCHEDULE

| | |
|----------------|---|
| April 1, 2019 | Request for Proposal to be advertised |
| April 12, 2019 | Request for additional information or clarification due – 3:00 PM (PDT) |
| April 19, 2019 | Proposals are due to the Airport at 3:00 PM (PDT) |

PROPOSALS ARE DUE APRIL 19, 2019 AT 3:00 PM (PDT) TO THE AIRPORT AT THE FOLLOWING ADDRESS:

**TRENT MOYERS, AIRPORT DIRECTOR
PANGBORN MEMORIAL AIRPORT
1 PANGBORN DR.
EAST WENATCHEE, WA 98802**

1. Name of Proposer: _____
Phone Number: _____

- a. Organized as: i. Individual _____
ii. Partnership _____
iii. Corporation _____
iv. Joint Venture _____

b. Physical Address: _____

c. Names of Partners/Other Parties to Proposer:

2. Is Proposer/Operator a certified DBE? ____ Yes ____ No
If "yes" please provide DBE certification documents

3. Minimum Annual Guarantee and Concession Privilege Fee to Airport:
(Describe)

4. Concession Agreement Accepted As Is? ____ Yes ____ No
If "No", list and explain exceptions:

Signed By: _____
Title: _____
Date: _____

FOOD AND BEVERAGE CONCESSION AGREEMENT

This Agreement is by and between Pangborn Memorial Airport, jointly owned by the Ports of Chelan and Douglas Counties, municipal corporations of the State of Washington, (hereinafter "Airport") and _____, (hereinafter "Concessionaire"), jointly referred to as "Parties."

RECITALS

- A. Airport operates and maintains an airport terminal building facility located at Pangborn Memorial Airport, One Pangborn Drive, East Wenatchee, Washington 98802 (hereafter "Airport Terminal").
- B. Concessionaire is engaged in the business of providing food and beverage services to the public.
- C. The Airport is willing to grant the Concessionaire the ability to operate the food and beverage concession at the Airport, following the Concessionaire's submission in response to the Airport's request for proposals.
- D. Airport and Concessionaire desire to enter into this Agreement to set forth the rights, privileges and obligations of the Parties with respect to the lease of space within the Airport Terminal.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and attached exhibits which are incorporated by this reference, and for the following terms, covenants and conditions, the Parties agree as follows:

1. **PROPERTY.** Airport agrees to lease to Concessionaire and Concessionaire agrees to lease from Airport a portion of the premises located within the Airport Terminal, more particularly described as:

The area identified as approximately 2,175 square feet in the Airport Terminal, consisting of kitchen and public seating area immediately adjacent thereto (Restaurant), as more fully depicted on Exhibit "A" attached hereto (hereafter "Premises").

Concessionaire is also given the non-exclusive use of the Common Areas of the Airport Terminal and the customer and employee parking associated with the Airport Terminal; restricted to those areas designated by the Airport in accordance with Section 7 below.

- 1.1 Furniture, Fixtures and Equipment. Airport owns the furniture, fixtures and equipment at the Premises, including without limitation, that set forth on the "Schedule of Furniture, Fixtures and Equipment" attached hereto as Exhibit "B" and incorporated by this

reference (collectively "Airport's FF&E"). Concessionaire may, but is not required, to use the Airport's FF&E in the conduct of Concessionaire's business at the Premises; provided, however, that the Concessionaire acknowledges that the age of Airport's FF&E exceeds 13 years, and is provided "as-is" and "where-is" and without warranty. Airport shall have no obligation to maintain, repair or replace any of Airport's FF&E and it shall be Concessionaire's responsibility to provide its own furniture, fixtures and equipment in the operation of its business. If Concessionaire elects to use the Airport's FF&E, Concessionaire shall use care and follow applicable operating instructions, keep the items clean and shall be responsible for and pay the costs of any damage to Airport's FF&E caused by Concessionaire occurring during the term of the Lease. There shall be no abatement, offset or reduction of rent related to the maintenance or upkeep of any of the Airport's FF&E by Concessionaire or the Concessionaire's purchase of its own FF&E.

1.2 Common Area. Airport shall at all times have the sole and exclusive control of the Common Area, and the right and privilege of determining the extent and use of the Common Area and of making such changes therein and thereto from time to time which, in its opinion, are deemed to be in the best interests of all users of the Common Area. Concessionaire agrees it shall not obstruct or otherwise materially interfere with the public's use of the Common Area of the Airport Terminal.

1.3 Competing Business. During the term of this Agreement, Airport shall not operate or allow a tenant to operate, a business or other enterprise which directly competes with the concession ("Competing Business") in the Common Area inside the Airport Terminal (the "non-compete area"). The foregoing provision shall not be construed as precluding Airport, or a tenant of Airport, from operating vending machines which dispense food items and non-alcoholic beverages and the like within the Airport Terminal. Nothing in Section 1.3 shall prohibit Airport from allowing a Competing Businesses at the Airport Terminal for short-term use during special events, as determined by the Airport Director.

2. PURPOSE AND PERFORMANCE.

2.1 Nature of Business. The Premises shall be used for operating a limited service, sit-down and take-out food and beverage concession ("concession"), which shall be open to the public. Other uses of the Premises (such as outside food sales/catering) may be permissible with written consent of Airport. Concessionaire, at its sole expense, shall obtain all licenses or permits which may be required for conducting its business, or for making any repairs, alterations, improvements or additions. Concessionaire shall not install or operate vending machines or devices for the sale of beverages, snacks or other food items.

2.2 Equal Opportunity. The Concessionaire shall not discriminate against any employee, applicant for employment or customer, because of race, creed, marital status, age, color, sex, sexual orientation, or national origin, or disability, except for a bona fide occupational qualification. The Concessionaire shall take affirmative action to ensure that applicants, employees and customers are treated and served without regard to their race,

creed, marital status, age, color, sex, sexual orientation, national origin, or disability, except for a bona fide occupational qualification. Such actions shall include, without limitation: employment, promotion, demotion, or transfer, recruitment or advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. No person or group of persons shall be discriminated against with regard to service under this Lease on the basis of race, color, creed, sex, sexual orientation, national origin, marital status or disability.

2.3 Minimum Hours of Operation. Concessionaire shall staff and otherwise operate the Concession not less than _____ hours per seven-day week, which hours of operation shall be conducted between the hours of _____ a.m. and _____ p.m. including at least 90 minutes before each scheduled departure on the days of operation. The Airport Terminal will usually be closed between 12:00 midnight and 3:00 a.m. each day, during which time Concessionaire may be restricted to the Premises and precluded from entering the Common Area.

2.4 Appearance of Employees and Facility. Concessionaire, its employees and agents shall present themselves professionally at all times and shall maintain the Premises in a neat and clean manner.

2.5 Common Area. Concessionaire shall not place any furniture, fixtures or equipment in the Common Area of the Airport Terminal without the prior written consent of Airport. Concessionaire shall be responsible for “busing” of tables and general maintenance and cleanup of dishes, cups, utensils and other food service items left by customers of Concessionaire in or about the Airport Terminal.

2.6 Nuisance. Concessionaire shall not create or permit the existence of any nuisance on the Premises; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Concessionaire’s business; shall not store any potentially dangerous, hazardous or toxic materials, and shall not permit the accumulation of junk, debris, waste or other similar materials.

2.7 Licenses and Permits. Concessionaire at its sole expense, shall obtain all licenses or permits which may be required for conducting its business, including a license to sell, serve and offer alcoholic beverages, within the terms of this Lease, or for the making of repairs, alterations, improvements or additions.

3. TERM.

3.1 Initial Term. This Agreement shall commence _____, 2019 (the “commencement date”), and shall terminate on _____, 2022 (the “termination date”). Airport and Concessionaire will meet for a comprehensive business review 60 days and again 120 days after the commencement of the Agreement. The review includes, but is not

limited to, review of café's financial status and Concessionaire's compliance with Lease terms. Prior to the commencement date (the "Set-Up Period"), Concessionaire may have access to the Premises for the sole purpose of making tenant improvements to the Premises approved by Airport pursuant to Section 5, below. During the Set-Up Period, unless otherwise agreed by Airport, Concessionaire's access to the Premises shall be limited to normal business hours, Monday through Friday, excluding holidays, and during that time the installation of Concessionaire's tenant improvements to the Premises shall not unreasonably interfere with use or enjoyment of the Airport Terminal. Concessionaire shall not pay rent during the Set-Up Period, but shall be otherwise bound by the terms of this Agreement.

3.2 Renewal. After the initial term, provided Concessionaire is not in default at the end of the initial term, or the time for issuing the written notice of the option to renew, Concessionaire shall have two (2) options to renew the term of the Lease for an additional one-year period for each option. At least sixty (60) days prior to the expiration of the initial term or any renewal, the Concessionaire must provide Airport written notice of the exercise of the option to renew. If the option to renew is not timely exercised, the Lease shall terminate at the end of the then existing one-year term and all options to renew the Lease shall lapse.

4. RENT.

4.1 Rent. Concessionaire shall pay monthly base rent in the amount of _____ Dollars (\$ _____) ("Base Rent") in lawful U.S. money due in advance on or before the 1st day of the month and each month thereafter, in addition to the percentage rent set forth at Section 4.2. Regardless of the term, commencing January 1, 2020, and effective January 1st of each year the Lease Agreement is in effect, the monthly base rent shall increase by 3%.

4.2 Percentage of Gross Sales. When the Concessionaire's gross monthly sales exceed _____ Dollars (\$ _____) per month, the Concessionaire shall pay _____% of the amount in excess of \$ _____ as percentage rent hereunder, in addition to the monthly base rent. The calculation of the percentage rent shall be made at the end of each calendar month, and any percentage rent owing to Airport shall be due and payable by the 10th day of the immediately following month. In any month for which the Concessionaire owes percentage rent, the Concessionaire may pay the base rent on the 10th, together with the percentage rent. Concessionaire shall submit a report of monthly gross sales to the airport each month by the 10th. The Airport shall have the right at any time, upon forty-eight hours written notice to Concessionaire, to audit the Concessionaire's records and receipts upon which the percentage rent is calculated. "Gross sales" shall mean all revenue derived from the sale of products, services, merchandise and all revenue transactions from Premises, whether delivered on or off the Airport, and whether paid for in cash or credit, and regardless of when or whether paid for or not. Gross Sales shall not include taxes separately stated and collected from customers, actual credit card fees (not to exceed 3% per transaction) or gratuities to the Concessionaire or its employees.

4.3 Leasehold and Personal Property Tax. In addition to all of the charges called for in this Lease, including the monthly rent and percentage rent, the Concessionaire shall pay to Airport such sums as may be required by law for payment of leasehold taxes or other Concessionaire tax as required by the State of Washington or other taxing entity, as such laws now exist or as they may hereafter be amended (such leasehold tax currently being 12.84%).

Concessionaire shall pay, before the same become delinquent, all taxes assessed against Concessionaire's personal property, furniture, fixtures, equipment, inventory and other property on the Premises. Any tax related to the value of Premises that may be assessed against Airport or Concessionaire during the term of this Lease will be paid by Concessionaire, upon demand by Airport (the "Demand"). Concessionaire shall have 10 days from receipt of the Demand, to pay the amount due.

4.4 Late Charge. If any payment due hereunder is not received within ten days after the date it is due, Concessionaire agrees to pay a late charge of \$100 per month for each unpaid rent payment, until such payment is made. In the event Airport elects to provide a written notice of delinquency or of other violation of the Lease, Concessionaire agrees to pay a sum equal to Airport's actual expenditure in preparing the notice, including reasonable attorney's fees, or the sum of \$150.00, whichever is greater. Any delinquent amounts, including the late charge, shall bear interest at a rate of 12% per annum until paid.

4.5 Security Deposit. Concessionaire shall deposit with Airport a security deposit in the amount of one month's base rent or _____ Dollars (\$ _____) to be held by Airport as security for the full and faithful performance by Concessionaire of each and every term, covenant and condition of this Agreement. If Concessionaire breaches any of the terms of this Lease or any other payment required herein, Airport may, at Airport's option and without prejudice to any other right or entitlement as set forth in this Lease, make demand upon the security deposit and apply the proceeds thereof to cure the breach and Concessionaire shall promptly pay to Airport the amount necessary to restore the security deposit to the initial amounts called for in this paragraph.

5. IMPROVEMENTS AND RETURN OF POSSESSION. Concessionaire shall not make any modifications, additions, or alterations or post or hang any signs ("Improvements") to the Premises without the Airport's prior written approval. The Airport shall have sole discretion to approve any Improvement, which Airport may arbitrarily withhold. All Improvements shall be at Concessionaire's sole cost and expense. Airport, at its sole discretion, may require that Improvements be completed by a licensed and bonded contractor. Upon termination of this Lease, ownership and title to Concessionaire's Improvements shall vest in and become the property of Airport, subject to Section 17, below. Concessionaire agrees that any Improvements made shall not abate the Rent. All work with respect to any Improvements must be done in a good workmanlike manner and diligently prosecuted to completion. Concessionaire shall keep the Premises free from liens or encumbrances. In the performance of any such work, Concessionaire agrees to comply with all laws and ordinances and to hold Airport harmless from any damage, loss, or expense cause by worked performed by Concessionaire.

6. RULES AND REGULATIONS. Concessionaire represents and guarantees that it will conduct no activity, trade, or occupation on the Premises or otherwise within the Airport Terminal which will be unlawful, improper, excessively noisy, offensive, or contrary to any applicable law or ordinance. Concessionaire shall abide by the rules and regulations governing use and occupancy of the Airport Terminal, including adjacent public parking, which Airport, in its sole discretion, may establish and/or amend from time to time for the proper and efficient operation and/or maintenance of the Airport Terminal facility. Specifically, airport safety regulations may require Airport to restrict or limit access to the Airport Terminal, require additional security screening as to Concessionaire and its employees, and otherwise affect use and occupancy of the Airport Terminal facility and surrounding grounds, including parking. This Lease is subject to all present and future federal, state, and local statutes, rules, and regulations applicable to airport related properties, including but not limited to those associated with the Federal Aviation Administration (the "FAA") and those adopted by Douglas County (altogether "Airport Related Regulations"). The Concessionaire specifically waives any claims against the Airport associated with any action taken pursuant to this paragraph to comply with Airport Related Regulations.

7. PARKING. If Concessionaire, its agents or employees violate Sections 7.1 or 7.2 below, such violators may be towed and impounded, at the owner's expense

7.1 Concessionaire, its agents and employees shall park all motor vehicles solely in those employee parking spaces or areas as designated by Airport, and solely during the time they are working during the hours of operation of the café. At all times Airport shall have the right to designate, or change the designation of, the particular parking area available to be used by any or all of Concessionaire, Concessionaire's agents and employees. There shall be no overnight parking or occupancy of any motor vehicles parked on the Airport Terminal premises, and no vehicles, equipment, trailers, etc., shall be stored by Concessionaire or its agents or employees upon the Airport Terminal parking areas.

7.2 All loading and unloading of materials, equipment and supplies by Concessionaire and its agents and employees to or from the Premises shall be conducted in accordance with the Rules and Regulations as may be established by Airport from time to time governing parking, loading and unloading of vehicles in those designated drop-off zones. The Airport reserves the exclusive right to restrict or prohibit vehicle deliveries and pick-up of goods and materials adjacent to the Airport Terminal for security purposes.

8. UTILITIES AND SERVICES.

8.1 Except as otherwise provided in this Lease, Airport shall maintain the Airport Terminal and the public and common areas (such as lobbies, corridors and restrooms) in reasonably good order and condition. Airport shall hire all maintenance and janitorial personnel and supplies to keep the Common Areas clean and in good repair. Concessionaire shall provide janitorial services and supplies needed to keep the Premises clean and in good repair.

8.2 Airport shall pay for sewer, water and electrical utilities and shall furnish to common areas of the Airport Terminal reasonable quantities of electricity for lighting and operation of existing fixtures and equipment, heat and normal air conditioning during the operating hours of the Airport Terminal. All other utilities and services including telephone communication, and other utilities and services incident to Concessionaire's business, shall be installed, operated and maintained at Concessionaire's sole cost and expense.

8.3 Airport shall not be liable to Concessionaire for any loss or damage caused by or resulting from any variation, interruption or failure to provide the above utilities and services due to any cause, which is not the fault of Airport. No temporary interruption or failure of such utilities and services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events not under Airport's control shall relieve Concessionaire from any of its obligations hereunder. As a material consideration to the Airport, Concessionaire expressly accept the condition of the plumbing, electrical, and mechanical systems AS-IS, WHERE-IS, in their current condition.

9. ACCEPTANCE OF PREMISES. Airport is not obligated to make any improvements to the Premises. Concessionaire acknowledges having inspected the Premises, including plumbing, electrical, and mechanical systems and those fixtures, furniture and equipment set forth in Exhibit "B" attached hereto, and accepts the same AS-IS, WHERE-IS in their current condition as being suitable for the uses intended of the Premises as set forth herein. No representation, statement or warranty, expressed or implied, is or shall be made by or on behalf of Airport as to the Leased Premise's condition, or as to the use that may be made of the Airport Terminal facility unless specifically set forth in writing. Concessionaire releases Airport from any responsibility for any representation that may have been made to the Concessionaire about the Premises and the Airport Terminal facility that is not specifically set out in this Lease.

10. MAINTENANCE AND REPAIR.

10.1 Except as otherwise provided in this Lease, Airport shall maintain and repair of the following portions of the Airport Terminal facility: structural repairs, periodic window washing of all the Common Area windows; daily maintenance of all the Common Area and walls; snow removal from all driveways, sidewalks, parking lots; and maintenance and repair of the plumbing, heating, ventilating, air conditioning and electrical systems.

10.2 Concessionaire shall be responsible for the routine upkeep, maintenance, repair and cleaning of the Premises (including the routine upkeep, maintenance and repair and cleaning) of Airport's FF&E described in Exhibit "B" as described in Section 1.1) and any Concessionaire fixtures, furniture and equipment, and shall prevent any waste, damage or injury to the Airport's Premises and FF&E, normal wear and tear excepted. Upon termination of the Lease, Concessionaire shall turn the Premises back to Airport in as good a condition as it was at the beginning of the lease term, reasonable wear and tear excepted.

As set forth in Section 1.1, Airport shall have absolutely no responsibility to repair or replace any item of FF&E and there shall be no offset or abatement of rent related to the FF&E.

Concessionaire acknowledges and agrees that Airport does not anticipate making significant repairs or acquisitions of any FF&E without an adjustment of rent and an obligation by the Concessionaire to maintain and repair such FF&E, which will be set forth in a written amendment to this Agreement.

11. ASSIGNMENT-SUBLEASING. The Lease, or any interest therein, shall not be assigned, or sublet, without the prior written consent of Airport. The approval of any assignment or subletting of the Premises is committed to the sole discretion of Airport and may be arbitrarily withheld.

12. AIRPORT'S ACCESS. Airport shall have access at all times to the Premises for the purpose of inspecting the Premises, making necessary repairs to the Airport Terminal and the Premises, emergencies, and to ensure compliance with this Lease, or any rule, law or requirement of a governmental entity. In the absence of an emergency, Airport shall give reasonable notice to Concessionaire prior to entry upon the Premises for maintenance, repair, additions, or alterations and will in performing such work, endeavor to keep disturbances, inconveniences or interruptions to Concessionaire's business at a minimum, but nothing in this Lease shall be construed as imposing any obligation on the Airport to perform any such work. Airport shall pay no compensation to Concessionaire as a result of any inconvenience, annoyance or damage of any kind arising from the making of repairs to or maintenance or alteration of the Premises.

13. INDEMNIFICATION.

13.1 Concessionaire shall, indemnify and hold Airport harmless from any demands, claims, causes of action, suits or judgments (including attorneys' fees and costs), for injury or damage to persons or property arising on the Premises or the Airport Terminal facility by reason of the negligence, carelessness, or other wrongful conduct of the Concessionaire, its agents, servants, employees, invitees, licensees, or contractors. **The Concessionaire specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Airport's own employees.**

13.2 Concessionaire acknowledges that, if Airport elects to provide security guards for the Common Area, Airport does not represent, guarantee or assume responsibility that Concessionaire will be secure from any loss or damage. To induce Airport to provide security guards, if it elects, as Airport deems reasonable, appropriate and economically feasible, Concessionaire agrees Airport shall not be liable for claims caused by a negligent act or omission, whether active or passive, of Airport.

13.3 Concessionaire, as a material part of the consideration to be rendered to Airport, waives all claims against Airport for damages to goods, wares, merchandise and loss of business in, upon or about the Premises and for injury to Concessionaire, its agents, employees, invitees

or their persons in or about the Premises from any cause arising at any time; except for Airport's negligent or wrongful conduct.

14. DEFAULT AND RE-ENTRY. If Concessionaire defaults in any rent payment or other monetary obligation due under the terms of this Lease, and such default is not cured within seven (7) calendar days after written notice from Airport or if the default is other than the payment of rent or other monetary obligation and the default is not cured within twenty (20) calendar days after written notice from Airport, Airport may terminate this Lease. In addition, Lesser may re-enter the Premises; (with or without termination of this Agreement) and re-let the whole or any part of the Premises upon such terms and conditions as the Airport deems appropriate for the balance of the Agreement term.

14.1 Notwithstanding any re-entry, the liability of the Concessionaire for the full amounts payable by the Concessionaire under this Agreement shall not be extinguished for the balance of the Agreement. Concessionaire shall make good to Airport any deficiency arising from a re-letting of the Premises at a lesser rental or on different economic terms, plus the reasonable costs and expenses of re-letting the Premises, including but not limited to, commissions, advertising, attorney's fees and the costs of renovating or altering the Premises. The ability of the Airport to re-enter and re-let shall not impose upon the Airport the obligation to do so.

14.2 Each of the following events is a default by Concessionaire and a breach of this Agreement:

14.2.1 Any failure by Concessionaire to make any payment required to be made on or before the time the payment is due;

14.2.2 The abandonment or vacation of the Premises by the Concessionaire;

14.2.3 A failure to observe and perform any provision of this Agreement which is to be observed and performed by the Concessionaire;

14.2.4 The appointment of a receiver to take possession of all or substantially all the assets of the Concessionaire, a general assignment by Concessionaire for the benefit of creditors; or any action taken or suffered by Concessionaire under any insolvency or bankruptcy act. If Concessionaire becomes insolvent, bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the Concessionaire's business, Airport may immediately cancel this Agreement.

15. REMEDIES CUMULATIVE. The specified remedies described under this Agreement are cumulative and are not intended to be exclusive of any other remedies to which a party may be entitled in case of any breach or threatened breach by Concessionaire or Airport, as the case may be, of any provision of this Agreement. In addition to the other remedies provided in this Agreement, Airport and Concessionaire shall be entitled to the restraint by injunction of the

violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.

A party's election of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

16. NOTICE. Any notice by the parties relating to the Premises, the Airport Terminal or to the occupancy thereof, shall be deemed duly served, if personally delivered or if mailed by registered or certified mail, return receipt requested, postage prepaid, at:

To Concessionaire:

To Airport:

Pangborn Memorial Airport Director
One Pangborn Drive
East Wenatchee, WA 98802

17. SURRENDER.

17.1 Trade Fixtures. Concessionaire shall, at the termination of this Agreement, remove all Concessionaire's equipment, inventory, personal property, trade fixtures, and the like from the Premises and the Airport Terminal, repair any damage caused by such removal and shall deliver to Airport the Premises and all Improvements thereto, in the same condition they were at the commencement of the term, or as they were added pursuant to this Agreement during the term of this Agreement, reasonable wear and tear excepted. In the event of Concessionaire's failure to remove any of Concessionaire's equipment, inventory, personal property, trade fixtures and the like at Concessionaire's expense within ten (10) days after expiration or termination hereof, Airport may retain the same under Airport's control, or sell at private or public sale, without notice, any or all of such property and retain the net proceeds of such sale, or destroy such property.

17.2 Improvements. Except for trade fixtures, all Improvements shall become the property of Airport upon termination of this Agreement. For the purpose of this Agreement, Improvements shall be defined as construction materials, fixtures and other property of the type normally considered permanent additions to real property, such as, but not limited to: counters, shelves affixed to walls, restaurant booths attached to the floor, doors, windows, and the like.

18. HOLDOVER

18.1 If Concessionaire, with the implied or expressed consent of Airport, shall holdover after the expiration of the term of this Agreement, Concessionaire shall remain bound by all this Agreement's covenants and agreements, except that the tenancy shall be from month to month, and the monthly base rent shall be increased by fifteen percent (15%) over the amount otherwise payable as rent, unless Airport otherwise agrees in writing.

18.2 If Concessionaire should holdover beyond the expiration of this Agreement term, or the renewal thereof, having first received thirty (30) days prior written notice by Airport to vacate the premises, Concessionaire shall pay as liquidated damages a sum equal to triple the Rent amount otherwise due and payable as Rent. This paragraph shall not affect any of Airport's rights to terminate this Agreement and declare a forfeiture or to otherwise take possession of the Premises.

19. **SIGNS.** Concessionaire shall not place any sign advertising a good or service other than goods or services which are offered by Concessionaire pursuant to Concessionaire's principal business in or on the Premises without Airport's prior written consent. All signs must receive approval of Airport before being installed or placed in or on the Premises or elsewhere in the Airport Terminal.

20. **NON-WAIVER OF COVENANTS.** Airport's failure to insist upon the strict performance of any provision of this Agreement shall not be construed as depriving Airport of the right to insist on strict performance of such provision in the future.

21. **INSURANCE.** Concessionaire shall be responsible for obtaining at its sole cost and expense insurance for its personal property and fixtures. In addition, Concessionaire shall provide liability insurance at its sole cost and expense, against claims for personal injury and property damage under a policy of general liability insurance, with limits of \$1,000,000 single limit or its equivalent for bodily injury, and \$1,000,000 for property damage for matters occurring as a result of Concessionaire's occupancy of the Premises and use of the Common Areas. Such policy shall name the Airport as additional insured. Prior to occupancy, Concessionaire shall furnish Airport with a certificate evidencing the insurance coverage required herein. The aforementioned minimum limits of coverage shall in no event limit the liability of the Concessionaire. No policy of Concessionaire's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Airport by insurer. The insurance shall be issued by carriers acceptable to the Airport.

Notwithstanding the foregoing limits, the Airport reserves the right to increase or change the insurance and policy limits required herein, consistent with the Airport's policy as implemented from time to time, and upon 90 days' written notice to the Concessionaire. In the event of such increase or change, the Concessionaire will have 90 days to provide the Airport with proof of compliance with such increased or changed insurance and policy limits.

22. **GOVERNING LAW AND VENUE.** This Agreement and the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington and venue shall be Douglas County, Washington.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties and supersedes all other agreements and representations made prior hereto. No

amendment hereof shall be binding on either party unless and until approved in writing by both Parties.

24. COST AND ATTORNEYS' FEES. If either party utilizes the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. If there is litigation regarding any of the terms of this agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

25. TIME. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

26. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired. It shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 2019.

AIRPORT:
PANGBORN MEMORIAL AIRPORT

CONCESSIONAIRE:

BY: _____
Trent Moyers, Airport Director

BY: _____
ITS: _____

**EXHIBIT "A" TO
AIRPORT FOOD AND BEVERAGE CONCESSION AGREEMENT
(Depiction of Premises)**



**EXHIBIT "B" TO
AIRPORT FOOD AND BEVERAGE CONCESSION AGREEMENT
(FF&E)**

| Café Furniture & Fixtures | Model Number/Info | Date of Purchase | Purchase Amount |
|---|--|-------------------------|------------------------|
| Randell Two door refrigerator | Model 1020 | 1992 | \$1,295.00 |
| Vegetable prep sink/drainboard | Model 1C23X23-L24-stainless | 1992 | \$325.00 |
| Faucet for vegetable sink | Model B231 | 1992 | \$50.00 |
| Single pot rack | Model SLW-48-G | 1992 | \$40.00 |
| Work table w/ stainless top | Model 30S78-BG | 1992 | \$500.00 |
| Single wall mount shelf | 78"x10" stainless steel | 1992 | \$200.00 |
| Mop sink with faucet | | 1992 | |
| Craftmaster Hot water heater | E2FD40LD045V | 1992 | |
| TRUE Sandwich Bar (no trays) | Model T55048-15 | 1992 | \$2,300.00 |
| Dry storage shelving - zinc | 5 24" x 48", 5 24" x 36", 6 posts, 4 S hooks | 1992 | \$300.00 |
| Trash container | 32 gallon | 1992 | |
| Dish table w/ 2 sinks | Stainless steel | 1992 | \$745.00 |
| Spray unit | Model B173 | 1992 | \$100.00 |
| Scullery storage shelving - zinc | 5 24" x 48", 4 posts | 1992 | \$200.00 |
| Insinkerator Garbage disposal | Model 33-150-5 stainless | 1992 | \$750.00 |
| Work table w/ sink and can opener | Model WT44X66STG | 1992 | \$425.00 |
| Double table mount shelf | Stainless 84" x 18" | 1992 | \$310.00 |
| Randell 2 compartment food warmer | Model 31330 stainless 2 drains | 1992 | \$1,250.00 |
| Pick up counter w/ shelves | 84" x 12" x 30" stainless | 1992 | \$1,125.00 |
| Hand Sink w/ faucet | Model B222 | 1992 | \$50.00 |
| Boyd's Grinder | | 1992 | \$300.00 |
| Hobart Range w/ 6 french burners and oven | Model CR43 | 1992 | \$1,785.00 |
| Hobart Range with griddle top | Model CR42 | 1992 | \$1,656.00 |
| Work top refrigerator | Model 9402 stainless top | 1992 | \$695.00 |
| Single wall mount shelf | 66" x 10" stainless | 1992 | \$170.00 |
| Drop-in hand sink | Model DT 1-10-X stainless | 1992 | \$100.00 |
| Faucet for hand sink | Model B228 | 1992 | \$40.00 |
| Wall mount shelf | 10' x 12" stainless | 1992 | \$165.00 |
| Hamilton Beach Drink mixer | Model 950 3 unit/3 speed | 1992 | \$390.00 |
| McCall Merchandiser - no refrigeration | Model DM115 | 1992 | \$1,986.00 |
| 2 tier panel display case with guard | Model 80-2CP | 1992 | \$875.00 |

**EXHIBIT "B" TO
AIRPORT FOOD AND BEVERAGE CONCESSION AGREEMENT
(FF&E)
Continued**

| Café Furniture & Fixtures | Model Number/Info | Date of Purchase | Purchase Amount |
|--------------------------------------|---------------------------|-------------------------|------------------------|
| Green Heck Type 1 exhaust system | fans, ducts, fire system | 1992 | \$6,500.00 |
| Bus cart | | 1992 | |
| Gusset stainless shelf | | 1992 | |
| Wire shelving under prep table | | 1992 | |
| Manitowoc Icemaker | Series 400 | 2004 | \$3,243.82 |
| Hobart Dishwasher | Model BA-LX1H-4 | 2004 | \$4,658.03 |
| Single door T series freezer | True Model T23F | 2004 | \$2,531.78 |
| Lang 24" Cheesemelter | MM24-C-A | 2009 | \$11,800.00 |
| Hobart Electric Broiler | LS/RS | 2009 | |
| Slicer | Chefmate | 2009 | |
| True Food Service Refrigerator | GDM-445 | 2009 | |
| Robot Coupe Food Processor | R2N | 2009 | |
| Holman Electric Toaster Conveyor | Star Mfg QCS1-350 | 2009 | |
| True Food Service Sandwich Bar | TSSU-48-12D-2 | 2009 | |
| Hobart Vulcan Fryer | SPER2 | 2009 | |
| Coffee Tapper | Auto Tamp | 2009 | |
| S/S Sink Cabinet | attached to fixture | 2009 | |
| Sharp Register | | 2009 | |
| 3 - 2'x6' Cherry Wood bookcases | | 2009 | |
| 2 - 2'x4' Cherry Wood Bookcases | | 2009 | |
| 3 - Metal Table | Used for Espresso Machine | 2009 | |
| 3 Boswell Framed pictures | | 2009 | |
| Sanders Rose Princess Flying Boat | Framed Poster August 1952 | 2009 | |
| Hawaii, United Air Lines | Framed Poster | 2009 | |
| Dormier Do-X in Flight Norfolk, VA | Framed Poster 1931 | 2009 | |
| Sikorsky S-42 in San Francisco | Framed Poster 1935 | 2009 | |
| inter-Island Airways, Sikorsky S-43 | Framed Poster 1936 | 2009 | |
| Inter-Island Airways | Framed Poster | 2009 | |
| Over Paris | Framed Poster | 2009 | |
| Braniff Airway, Manhattan, New York | Framed Poster | 2009 | |

**EXHIBIT "B" TO
AIRPORT FOOD AND BEVERAGE CONCESSION RFP 2019
(Current Airline Schedule)**

| Airline Schedule | | Pangborn Memorial Airport | | | | | NOTICE DATE: 4/1/2019 | | | |
|---|---------|----------------------------------|-------|--|------------------|---------|-----------------------|-------|--|--|
| | | | | | | | | | | |
| Arrival | | ALASKA/HORIZON | | | Departure | | 1-800-252-7522 | | | |
| Flt No | Time | From | | | Flt No | Time | Dest | | | |
| | | | | | | | | | | |
| | | | | | 2149 | 600 am | SEA | DAILY | | |
| 2158 | 1125 am | SEA | DAILY | | 2159 | 1205 pm | SEA | DAILY | | |
| 2155 | 235 pm | SEA | X/SAT | | 2169 | 315 pm | SEA | X/SAT | | |
| 2064 | 650 pm | SEA | DAILY | | 2069 | 730 pm | SEA | DAILY | | |
| 2134 | 1220 am | SEA | DAILY | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| <i>*Dates/times subject to change - please see alaskaair.com for most up to date schedule.</i> | | | | | | | | | | |
| June 5, 2019 - August 12, 2019 | | | | | | | | | | |

**EXHIBIT "C" TO
AIRPORT FOOD AND BEVERAGE CONCESSION RFP 2019
(FFE)**

| Café Furniture & Fixtures | Model Number/Info | Date of Purchase | Purchase Amount |
|---|--|-------------------------|------------------------|
| Randell Two door refrigerator | Model 1020 | 1992 | \$1,295.00 |
| Vegetable prep sink/drainboard | Model 1C23X23-L24-stainless | 1992 | \$325.00 |
| Faucet for vegetable sink | Model B231 | 1992 | \$50.00 |
| Single pot rack | Model SLW-48-G | 1992 | \$40.00 |
| Work table w/ stainless top | Model 30S78-BG | 1992 | \$500.00 |
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| Hamilton Beach Drink mixer | Model 950 3 unit/3 speed | 1992 | \$390.00 |
| McCall Merchandiser - no refrigeration | Model DM115 | 1992 | \$1,986.00 |
| 2 tier panel display case with guard | Model 80-2CP | 1992 | \$875.00 |

**EXHIBIT "C" TO
AIRPORT FOOD AND BEVERAGE CONCESSION RFP 2019
(FFE)
Continued**

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| Bus cart | | 1992 | | |
| Gusset stainless shelf | | 1992 | | |
| Wire shelving under prep table | | 1992 | | |
| Manitowoc Icemaker | Series 400 | 2004 | \$3,243.82 | |
| Hobart Dishwasher | Model BA-LX1H-4 | 2004 | \$4,658.03 | |
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| True Food Service Refrigerator | GDM-445 | 2009 | | |
| Robot Coupe Food Processor | R2N | 2009 | | |
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| Sanders Rose Princess Flying Boat | Framed Poster August 1952 | 2009 | | |
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| Dormier Do-X in Flight Norfolk, VA | Framed Poster 1931 | 2009 | | |
| Sikorsky S-42 in San Francisco | Framed Poster 1935 | 2009 | | |
| inter-Island Airways, Sikorsky S-43 | Framed Poster 1936 | 2009 | | |
| Inter-Island Airways | Framed Poster | 2009 | | |
| Over Paris | Framed Poster | 2009 | | |
| Braniff Airway, Manhattan, New York | Framed Poster | 2009 | | |