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Concessions Program Overview

The Concessions Program at San Diego County Regional Airport Authority ("Authority") places significant importance on generating a passenger experience that exceeds expectations, a mission of the Authority.

Values of the Airport

- We recognize the needs of our customers come first
- We pursue excellence in all our business processes
- We conduct our affairs with honesty and integrity
- We provide a safe, secure, quality-oriented, highly efficient environment
- o We foster an informed, productive, diverse, enthusiastic work force
- We believe that continuous learning and personal involvement are job responsibilities
- We believe that everyone counts, and we count on everyone

First Class Standards

This manual is to provide Concessionaires with the obligations related to the Concessions Program that meet the expectations and needs of our passengers. It outlines customer service standards, general operations, security standards, environmental responsibilities, as well as facility and maintenance standards for concession locations of all Concessionaires.

We expect every Concessionaire to refer to the standards outlined in this manual, in addition to any supplemental documents provided by the Authority, to ensure compliance. Provided the revisions do not materially increase the cost of Concessionaire's operations at the Airport, these standards are subject to modification from time-to-time to address the ever-changing Airport environment. Failure to comply with these standards may subject Concessionaire to fines and/or default under the terms of Concessionaire's lease agreement.

The Authority aspires to provide passengers, Airport employees, and the public with facilities, service, food, beverages, and retail merchandise in a First Class Manner. First Class Manner refers to a standard of quality products, cleanliness, and customer service that would be reasonably expected in upscale shopping malls and other similar high-quality airport and non-airport retail and food service facilities.



Premises Standards

To ensure compliance, the Authority requires that all Concessionaires provide a detailed plan of operations, including Preventative Maintenance schedules for all equipment, Emergency Evacuation Plans, and Sanitation Checklists for each location to the Revenue Generation and Partnership Development Program Manager, no later than ninety (90) days prior to the opening of the space.

On-Site Manager

All of Concessionaire's locations must be under the supervision and direction of an active, qualified, competent, and experienced on-site Manager, who will be authorized to represent and act for the Concessionaire on all management, maintenance, and operations issues. If or when that manager is absent for whatever reason, the Manager or other Concessionaire management representative must assign one or more qualified assistant managers to assume and be directly responsible for carrying out the on-site Manager's duties.

Concessionaire will provide (and update) contact information for Concessionaire's managers so that an Authority representative may contact them in emergencies or during non-business hours.

First Class Standards

- Occupy or use for any purpose any space that is not depicted in Lease "Exhibit A" without prior Authority authorization.
- Units must always appear clean, uncluttered, organized, well maintained, and free of debris and of unpleasant odors.
- All locations must have a pleasant atmosphere and present an inviting appearance, which is free of clutter and debris.
- Excess stock, merchandise, and products must be stored neatly out of view of the customer.
- All doors/gates must be maintained, in good working order and must comply with applicable codes.
 Doors/gates must be free of noticeable smudges, dirt, grime and obstacles that would impede the public's path or employees' ingress/egress.
- No freestanding or mobile signs, fixtures, display carts, merchandise display units, or racks of any kind are allowed outside of the lease line without prior written approval from the Authority.
- Smoking is not permitted on the Premises, including vaping. The Airport is a non-smoking facility.
- Permit to be used or use the Premises for any illegal purpose or for any purpose not expressly authorized.
- All Concessionaires are required to comply with all local health department standards regarding the
 proper and safe receiving, storage, preparation, and serving of all food and beverage items. A copy
 of Health Department inspection reports must be sent to the Authority.
- Music audible to customers within individual units must be provided by the Concessionaire's audio system and approved in writing by the Authority. No Bluetooth, portable speakers, or loudspeaker



shall be used. Music must be at a level appropriate for customer enjoyment within the Premises and must be appropriate content for all audiences (must not contain any vulgarity or graphic language or undertones).

- Music systems must be clear/audible and in good working condition with appropriate volume levels
 that do not interfere with the Airport's address system or cause annoyance to Airport patrons.
 Concessionaire shall adjust the volume or noise level emanating from its Premises as directed by
 Authority at Authority's sole discretion.
- Cause or produce, or permit to be caused or produced, upon the Premises or upon any other portion of the Airport or to emanate therefrom any unusual, noxious, or objectionable smoke, gases, vapors, or odors.
- No goods, merchandise, or materials shall be kept, stored, or sold in or on the Premises that are
 explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be
 conducted in the Premises.
- No machinery or apparatus shall be used or operated on the Premises that will damage said
 Premises or adjacent buildings. Concessionaire from bringing, keeping, or using on or about the
 Premises such materials, supplies, equipment, and machinery as are appropriate or customary in
 conducting its business
- Shall not install or permit coin-operated vending machines or pay telephones on the Premises
 without Authority's consent and/or sole discretion. Authority reserves the right to install and
 maintain, through independent contractors, such coin operated vending machines or pay
 telephones on the Premises as Concessionaire may approve or request.
- Do not remove, block, interfere, tamper, or alter the current art display locations and the artwork inside or attached to the current art locations. Concessionaire shall allow the Authority access at all times to install, maintain, and remove, artwork located throughout the Airport.
- Do or permit to be done any act or thing upon the Premises or upon any other portion of the Airport
 that will invalidate or conflict with, or increase the cost of, any fire insurance policies or other
 insurance policies covering the Airport Terminals, other Authority facilities, or the Premises or any
 part thereof, or which in the opinion of Authority, may constitute a hazardous condition so as to
 increase the risks normally attendant upon the operations contemplated at the Airport.
- In the event Authority determines, in its sole and absolute discretion, that any of Concessionaire's products, product displays, merchandise, menu items, services, or signage are objectionable for display or sale in the Airport, Authority shall provide written notice to Concessionaire to remove such products, product displays, merchandise, menu items, or signage from the Premises.

The Concessions Operating Standards will be updated from time to time and any updates copy will be distributed to concessionaires.



Premises Signage

All signs internal and external, signage holders, menu boards, and blade signs must conform with the Authorities Concessions Design Manual (CDM). Concessionaire shall not erect or install wayfinding and/or directional signage. All signage must be kept in as new working condition.

- Business, health department, and alcohol licenses must be posted as required.
- Exit doors must be operational, illuminated, and clearly signed.
- Dynamic signs must operate properly and display the correct information.
- Signs must not impede the functionality of light fixtures or air conditioning grills.
- Promotional signage must have prior approval from The Authority Concession Operations Team.
- Retail advertisements may/must be displayed within the leased premises Handwritten and/or unprofessional signs are strictly prohibited - No exceptions will be allowed.
- "Going Out of Business," "Store Closing," "Liquidation," and similar signage is strictly prohibited.
- Signs must not obstruct any life safety devices, AED machines, smoke detectors, or fire sprinklers.
- Evacuation routes must be clearly posted for customers and employees.
- Flashing or blinking signs are strictly prohibited.
- Unauthorized postings are not permitted.

Advertised Sales and Promotions

Concessionaire may participate in advertised sales or promotions conducted by its parent (and its brand parent) corporation, its company, its franchisor, or its selected operating brands including television, newspaper, radio, and all print media.

Concessionaires are not required to participate in liquidations, moving sales, or closeouts of products or brands; or internet-only promotions.

Concessionaire shall make a reasonable effort to ensure that all corporate advertisements that list multiple locations also include the Airport as a participating location/member of the promotion or sales. If participation in a sale or promotion will result in a severe reduction in revenue which materially harms Concessionaire, Concessionaire may make a written request to the Authority, in advance, for authorization not to participate in a specific sale or promotion.



Hours of Operations

The Premises must be open to the public seven (7) days per week, three hundred sixty-five (365) days per year to adequately serve the traveling public. The Authority determines the minimum hours of service based on traveling public demand and the Airport's flight schedules.

Unless otherwise approved by RG&PD, all Concessionaires must adhere to the minimum hours of operations as stipulated by the Authority. The minimum hours of operation are:

- All Concessionaires are to be open 30 minutes before checkpoint opening and must remain open until the last flight within the concourse.
- Concessionaire may request a deviation of hours by providing an analysis of the optimum arrangement, but the final determination of minimum hours of operation will be made by RG&PD.
- Store hours must be extended to accommodate passengers due to flight delays.
- Stores must be staffed to accommodate the operations from opening to closing. Deviation may be approved by RG&PD for inventory or other circumstances; however, all requests must be submitted at least 48 hours before the event to allow for processing and approval.
- No concession locations will be blocked off or closed at any time during the designated minimum hours of operation.

Any deviation in scheduled hours must be reported and approved by the Authority.

Holiday Reduced Hours

Reduced hours for Thanksgiving Day and Christmas Day will be determined by passenger bookings and flight schedules then distributed to Concessionaires by RG&PD.

Concessionaires must inform all employees that approved reduced hours may change due to operational issues, delays or situations that mandate adjusting the prior approved schedule.

Customer Complaints

All customer complaints referred to Concessionaire by Authority, or which are received directly by the Concessionaire through any other means shall be responded to by Concessionaire within forty-eight (48) hours of its receipt of the complaint. A written copy of Concessionaire's response shall be provided to Authority within said forty-eight (48) hour period, even if Concessionaire's response was provided orally. The Authority has the right to review Concessionaire's response and may take further action as it deems appropriate.

All other issues or complaints regarding the quality of products, services, and/or prices identified by the Authority shall be submitted to Concessionaire for a written response, which written response shall be provided to Authority within a five (5) day period.



Credit Cards, Cash and Record Handling Requirements

Credit Cards

Concessionaire agrees to accept at least three (3) major credit cards for services or merchandise at the Premises for any purchase.

Two of the three credit cards accepted must include either American Express, Master Card, or Visa. Cards with "Master Card" or "Visa" logos from Canada must also be accepted. Concessionaire should also consider accepting key international cards, including JCB, Union Pay (China), Bank of China (especially those carrying the "Master Card" logo, etc.) for purchases in the Concession. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, Samsung Pay, Apple Pay, Android Pay etc.) and "No Signature Required" credit card transactions (or other such types of transactions that may be developed from time to time that enhance the speed of customer service) are the Authority's preferred payment options for customer purchases that are less than Twenty-five Dollars (\$25).

Debit cards shall also be accepted for purchases if they carry the brand of a major credit card. However, Concessionaire shall not provide cash should a customer request a cash withdrawal from such a card.

Cash

Concessionaire shall at all times observe cash-handling and record-handling procedures in accordance with sound accounting practices and as necessary to provide timely accurate reports to Authority under this Lease. The cash-handling and record-handling procedures shall be incorporated in the written policy and rules and regulations of Concessionaire covering the accounting and handling of all transactions relating to the sale of merchandise and services authorized under this Lease.

Making Change for the Public & Foreign Currency

Concessionaire agrees to make change for the public, whether or not they are making a purchase. Change shall not be required for any denomination larger than \$100.

Non-U.S. currency may not be accepted for any purchase, nor may concessionaire provide currency exchange services for any customer.



Point-of-Sale Systems/Technology

Concessionaire's point-of-sale equipment or devices ("POS") shall properly, accurately, and reliably record all information about every transaction entered into between Concessionaire and its customers.

The required record of a transaction should include:

- Time and date of the transaction.
- Payment method.
- Sales amount or amounts for all goods or services purchased.
- Transaction location and shop brand name.
- All other information obtained from the customer or other sources as about each transaction.

These are essential records that must be preserved for audit purposes throughout the Term of the Lease and six (6) years thereafter.

In addition to preserving such information for audit purposes, the POS shall provide the option to the cashier to print a customer receipt or forego the receipt. The cashier must ask every customer if they will want a receipt for their purchase. If the Customer opts to not receive a receipt, then the POS shall have the ability to not print a receipt based on a keystroke or other input by the Cashier. If the customer does not wish to be given a receipt, in the interests of sustainability, none should be printed.

Technology

The Authority reserves the right to implement a solution or solutions that capture sales data electronically from the point-of-sale system (POS) or other pertinent system and to modify that system from time to time. Except for credit/payment card numbers, all sales data will be required.

Concessionaires must participate fully in the development and implementation of any technology changes and procedures of such systems, and/or submitting Product Lists and reporting price comparisons. Should the Authority instruct Concessionaire to use technology, equipment, software, and systems, the Authority shall not be obligated to furnish the Concessionaire with the technology, equipment, software, or systems necessary to do so. If Concessionaire fails to comply within the time designated by the Authority, fines may apply.

Upon implementation, the President/CEO or designee may direct a new method of collection and payment and/or concessionaire product lists and pricing submittals by providing written notice to Concessionaire.

Concessionaire must adhere to the Authority's Wi-Fi and technology standards. Any technology to be implemented by the Concessionaire that involves an interface with the public, other than merely viewing a display (such as Wi-Fi, beacons, mapping of the terminals, or mobile technology), is subject to the Authority's approval at its sole discretion and are subject to periodic review.

Concessionaire must use the exclusive airport-approved wireless provider for all public-facing Wi-Fi.



Monthly Maintenance Charges

San Diego County Regional Airport Authority is responsible for numerous services and common facility maintenance tasks for the benefit and convenience of Concessionaires. These services include, but are not limited to, trash collection and removal, integrated pest management and centralized receiving and delivery.

The services are provided at cost recovery and invoiced to Concessionaire monthly. All costs listed are approximations based on historic operating expenses and are subject to change.

Summary of Operational Costs

| OPERATING EXPENSE | ESTIMATED COST |
|--|--|
| Central Receiving & Delivery Center (CRDC) | Not to exceed 1.5% of gross sales |
| Common Area Maintenance (CAM) | \$2.00 sf per month x square footage of |
| | common area space; 2% Annual Increase |
| Grease Interceptor Cleaning | 2% of Sales; Not to exceed 2% of sales |
| Hood Cleaning | Average of \$10,000 per unit, per year |
| Integrated Pest Management Program | \$1.44 psf per year/2% Annual Increase |
| Marketing Fee | 0.25% of gross sales; not to exceed \$75,000 |
| | per package, per year |
| Trash Pick-Up | 0.41% of gross sales |
| Trash Hauling | 0.01% of gross sales |
| Support Space Rent (Office and/or storage) | \$57.02 sf/year |
| Utilities: Electric | \$0.290 \$/kWh |
| Shared Tenant Services: Network | \$175.00 - \$300.00/month |
| Shared Tenant Services: Phone | \$58.00/month |
| Shared Tenant Services: TV | \$90.00 - \$165.00/month |

This is not an all-inclusive list and does not, for example, include costs for security badging or parking for concessionaire employees.



Centralized Receiving and Distribution Center

Authority has implemented a centralized Receiving and Distribution Center ("RDC") and has contracted with a third-party operator ("RDC Operator") to operate the RDC, receive all goods and packages intended for all concessionaires and provide delivery services to the Airport Terminals.

Concessionaire shall use the RDC and have all deliveries made to the RDC. Concessionaire shall not make or allow to be made any direct deliveries to the Airport Terminals and Concessionaire may not transport inventory products or deliveries through the security screening checkpoints in the Airport Terminals.

In the event the RDC is not operational, Authority will designate the loading dock or docks that Concessionaire must use and the time periods that the designated loading dock or docks are available to Concessionaire for deliveries. Authority reserves the right to change the locations or times by providing fourteen (14) days prior written notice to Concessionaire. Authority may also designate the time periods when products may be transported through Public Areas of the Airport Terminals.

Bradford Airport Logistics manages all deliveries at the Receiving and Distribution Center.

Receiving and Distribution Center Contact Number — (619) 639-1201

Hours of Business:

Operations: Monday – Friday, 4:00 AM – 1:00 PM

Saturday & Sunday, 4:00 AM – 1:00 PM

Receiving: Monday – Friday, 4:00 AM – 1:00 PM

Saturday & Sunday, 2:00 AM - 10:00 AM

- All deliveries must be scheduled 24 hours ahead of vendor's arrival
- Unscheduled deliveries will not be accepted. Please notify vendor to schedule an appointment
- All scheduled deliveries are allowed a one-hour window for vendor arrival to the RDC
- All deliveries must have a 4" X 4"barcode attached to each inbound pallet of product
- Bradford scans barcode and then issues a BWID to track all inbound and outbound material deliveries
- Deliveries are stored until scheduled delivery and then consolidated to optimize efficiencies
- All deliveries must be wrapped in clear shrink wrap prior to the accepting material

Bradford inspects all deliveries for prohibited items.



Deliveries

Concessionaires and/or their vendors and contractors will be responsible for reporting any problems with the freight elevators and will work with the Airport to maintain safe and efficient elevators.

Costs to repair elevators damaged by Concessionaires (or their vendors and contractors) will be billed to the Concessionaire found responsible for the damage.

To report elevator service repairs, call ACC at (619) 400-2710.

- Cartwheels and hand trucks must have non-marring/pneumatic tires and be silent.
- Carts must be in like-new condition. No maintenance of carts, dollies, hand trucks, etc. are allowed in the terminal on the concourse level at any time. All damaged or non-operable carts, etc. must be removed from the area immediately.
- Weight loads must not exceed the maximum limits specified by the transporting equipment's manufacturer.
- Merchandise and products must be delivered to Concessionaire's locations without interfering with public traffic in the Terminal.
- Concessionaires will ensure the restocking of the unit occurs during non-peak hours as specified in the Delivery Standards.
- All deliveries must remain secured and/or supervised at all times while left in any non-secure area within SIDA area.
- Concessionaires and their vendors are not allowed to deliver, store or stage boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises or in the common areas.



Storage Standards

Unless otherwise provided for in the lease agreement, no persons may use any area of the Airport for storage of equipment, product, or other property without first obtaining formal written permission from an Authority representative.

All Concessionaire storage is located within designated leasehold areas per the Concessionaire's lease agreement.

- Storage areas are to remain clean, with a clear path of travel, at all times.
- Storage is not to be used to house trash, recyclables, or organics under any circumstance.
- All electrical panels must have a minimum of 36" clearance.
- All inventory must be placed within the designated storage areas within 90 minutes of delivery.
- All pallets must be stacked horizontally, in the designated areas and picked up within 24-hours of delivery by the vendor. Pallets may not be stacked vertically, in walkways, or against cages.
- All crates must be stacked in a single row against the designated storage cage for pick up by the vendor within 24-hours of delivery. Crates may not block the path of travel at any time.
- All wrapping for pallets, crates, boxes etc., must be broken down and disposed in the designated trash areas immediately following delivery break down.
- All food and food containers shall be stored off the floor on shelving or pallets in compliance with Operational Requirements of California Retail Food Code.



Repairs and Preventative Maintenance

The Concessionaire has the sole responsibility for maintenance and facility upkeep within the unit, including HVAC systems, floors, walls, equipment (e.g., cooler, registers), and other non-Airport maintained devices.

Concessionaire must keep the premises and all improvements in good repair and in a clean, neat, safe and sanitary condition at all times. It is mandatory that all maintenance issues be identified and repaired immediately to keep the operations compliant with First Class Concessions Standards.

As determined by the Authority Representative, the Concessionaire will repair, replace and/or repaint fixtures, furnishings and/or equipment that is damaged, worn or in disrepair if it becomes reasonably necessary during the term of the lease agreement other than in the mid-term.

If damage is determined to come from the building roof or exterior, contact ACC at (619) 400-2710 to address the source of the problem.

The following inspections are required to be performed throughout the year are varying intervals, scheduled by the authority and charged back to the Concessionaire:

- Type 1 Hood Systems (Grease Hood)
- Type 2 Hood Systems (Steam Hood)
- Make Up Air Units
- Hood Filter Exchange
- Exhaust Fan Service
- Grease Line Clean-outs
- Food Court Cleaning Responsibilities

Grease Interceptors, Hoods, Cooking Oil & Disposal

Authority contracts with a third-party service provider(s) for the cleaning of grease interceptors, hoods, and hood ventilation systems as well as for the removal of used cooking oil.

Food service concessionaires shall participate in these services, as appropriate, from the date that they initially open for business and pay their appropriate share of the costs as outlined in the Schedule of Concessionaire Charges. Further, Authority reserves the right to discontinue the cleaning of grease interceptors, hoods, and hood ventilation systems at the Airport or the Premises. If Authority exercises this right, the Concessionaire shall implement a grease interceptor, hood, and hood ventilation system cleaning program of its own. Failure to comply with this Section may be considered a material breach of the Lease.

Grease Disposal

Bradford Airport Logistics will schedule regular after-hours removal and disposal of waste grease from concession fryers.



Bradford will provide Concessionaires with clean covered and sealed containers for grill scrapings, which they will pick up on a regular schedule. These containers are for grill scrapings only and not for removal of waste grease from grease interceptors.

Concessionaires shall not dispose of any waste grease in the sinks, floor drains, or floor sinks as this may cause drainage and environmental issues.

For grease pick-up call Bradford at 619-639-1201.



Janitorial / Trash Removal Responsibilities

The Authority is responsible for providing janitorial services and maintenance in common-use areas only.

Janitorial and maintenance deficiencies observed in common areas of the Airport should be reported by calling the Airport Communications Center (ACC) at (619) 400-2710.

Flagship Services - Open hours:

- Flagship will make six (6) trash pick-ups from each unit's areas 3 times on 1st shift and 3 times on 2nd shift
- Flagship will take trash from each units staging area and take to the appropriate tippers or trash bins
- Flagship will then haul tippers/trash to designated disposal areas via Tug
- Flagship will provide 24x24 and 37x40 trash can liners as applicable

Flagship Services - After hours, After 10:00pm

- Flagship will make two (2) trash pulls; 1 late evening and then 1 early AM to pick up final items generated
- Flagship will also wipe down with disinfectant the receptacles in staging area
- Flagship will provide 24x24 and 37x40 trash can liners as applicable

Concessionaire's Responsibilities:

- Maintain and clean their signage, kitchens, counter tops, counter front, glass work, floors (including under equipment), and all other areas and surfaces in their space
- Stage trash from their service, kitchen, and prep areas in the back of the concession space for pickup by Flagship
- Place their trash in the designated staging area for their unit
- Use the approved liners provided

Flagship Responsibilities - Open Hours: 5:00am-1:30pm (Shift 1) and 2:30pm-10:00pm (Shift 2).

During these hours Flagship employee will be on-site in food court area and is responsible to continually monitor the dining area, duties include:

- Picking up debris from floor
- Picking up debris from tables
- Wiping down empty tables
- Wiping down chairs of any visible spills or marks
- Wiping down trash receptacle area
- Emptying trash cans 4/5 full, responsibility of porter/matron is to remove full trash to trash collection area on ramp level
- Wiping up spills on floor, ensuring use of wet floor signs as necessary
- These services are done on a continuous cycle during open hours
- Flagship will provide 24x24 and 37x40 liners for use in Concession kitchens, server, and dining areas



Flagship Responsibilities - After Hours: After 10:00pm (Shift 3), duties include:

- Wipe down table and chair tops daily
- Arrange all tables and chairs as specified on chart daily
- Damp mop floor with disinfectant and degreaser daily
- Empty trash cans, clean, and re-line daily
- Wipe down trash receptacle interior and exterior daily
- Wipe down and disinfect trash receptacle areas and cans 3x per week
- Wipe down table legs 3x per week
- Wipe down chair legs 3x per week
- Machine scrub all dining and server area floors weekly
- Flagship will also damp mop daily and machine scrub weekly the back corridor behind the food court concessions
- Flagship will provide 24x24 and 37x40 liners for use in Concession kitchens, server, and dining areas
- Damp mop floor with disinfectant and degreaser daily
- Empty trash cans, clean, and re-line daily
- Wipe down trash receptacle interior and exterior daily
- Wipe down and disinfect trash receptacle areas and cans 3x per week
- Wipe down table legs 3x per week
- Wipe down chair legs 3x per week
- Machine scrub all dining and server area floors weekly
- Flagship will also damp mop daily and machine scrub weekly the back corridor behind the food court concessions
- Flagship will provide 24x24 and 37x40 liners for use in Concession kitchens, server, and dining areas



Integrated Pest Management

The standard for cleanliness at the Airport has been set at an optimal level, this includes pest control activities, facility and equipment maintenance, housekeeping, and best practices. Concessionaire must implement and maintain aggressive internal controls that will ensure total compliance with sanitation standards (including the California Retail Food Code for food facilities) and the Integrated Pest Management Program implemented at the Airport.

Therefore, all Concessionaires must adhere to the following:

- Each Concessionaire is required to participate in the Integrated Pest Management Program as designated by the Authority.
- Pest Management and Sanitation Inspection findings may be provided via email to the local and regional operations contacts for Concessionaires.
- Concessionaire will allow access to Authority staff or Authority's pest control contractor within the
 premises for inspection and recommendations on housekeeping standards and mitigation of pests.
 Authority shall provide twenty-four (24) hour advanced notice prior to the Authority or pest control
 contractor accessing premises, unless it is an emergency as determined by the Authority in its sole
 discretion, in which case no advance notice will be required by Authority to Concessionaire.
- If deficiencies contributing to pest issues are observed, depending on the severity of the offense, the
 Authority may assess fines and/or shut down the location, require additional staff training, and/or
 shut down the location for a period of time. Approval to reopen can only be provided by the
 Program Manager.
- Concessionaires must comply with all rules, regulations and directives provided by the Authority, the Pest Management Program, and/or Health Department authorities.
- Under no circumstances will concession staff conduct pest control treatments on airport premises.
 Pest control treatment by unlicensed personnel is prohibited. If Concessionaire staff observe pest issues of immediate concern, please contact the Airport Coordination Center at 619-400-2710 to report.
- Concessionaire must maintain the standard of cleanliness required by the Authority at all times.
 Violations associated with cleanliness and sanitation standards will be subject to fines as reflected in the Table of Liquidated Damages.
- When receiving deliveries, Concessionaire will inspect products for signs of insects or rodent damage.
- The following checklist is to be completed every night prior to leaving. Airport staff will perform random inspections to ensure nightly pest prevention measures are followed.

Pest Checklist is attached, see next page.



The following Pest Checklist is to be completed every night prior to leaving. Airport staff will perform random inspections to ensure nightly pest prevention measures are followed.

| Item # | Task | Yes | No | N/A |
|--------|---|-----|----|-----|
| | Prior to leaving each space for the evening, the following items must be | | | |
| | completed: | | | |
| | All unsealed food products placed in sealed hard surface containers or secured | | | |
| 1 | in cabinets overnight including: | | | |
| | a) Produce | | | |
| | b) Pastries, muffins, breads | | | |
| | c) Condiment Packets (e.g., sugar, sweetener, creamer, mayo, ketchup, | | | |
| | mustard, etc.) | | | |
| | d) Coffee and tea | | | |
| 2 | Floors and walls cleaned and in good repair (including under all equipment) no | | | |
| | food debris, food residual or grease and no holes or other openings. | | | |
| 3 | Ceilings clean and in good repair no food debris, food residual, or grease and no | | | |
| | holes or other openings. | | | |
| 4 | Equipment clean (sides, tops, and underneath), sanitized and free of food debris, | | | |
| | food residual and grease. | | | |
| 5 | Sanitation buckets cleaned, sanitized, and left to air dry. | | | |
| 6 | Food preparation dishes, utensils, and serve ware washed, rinsed, sanitized and | | | |
| | left to air dry. | | | |
| 7 | Drains clean, void of food debris, food residual and functioning. (Any necessary | | | |
| | maintenance/repair must be documented so the AM Manager may order the | | | |
| | repairs the following day.) | | | |
| 8 | Sinks clean, void of food debris, food residual and functioning. No openings in | | | |
| | surrounding walls around sink plumbing. Any necessary maintenance/repair must | | | |
| | be documented to ensure follow up by the morning management team the | | | |
| | following day. | | | |
| 9 | Mops washed and hung by the mop handle over mop sink to dry. Mop buckets | | | |
| | cleaned and left upside down to drain in mop sink. | | | |
| 10 | Used towels placed in a sealed, labeled container. | | | |
| 11 | Cabinet cleaned inside and out, sealed, and free of openings. | | | |
| 12 | Waste cans cleaned inside and out and left empty overnight. All trash removed | | | |
| | from the premises and properly disposed in designated trash compact or. All trash | | | |
| | cans to be covered with snug lid or spring-loaded lid. | | | |
| 13 | All items to be elevated a minimum of 6" off the floor and on metal shelving or | | | |
| | dunnage racks — including cleaning supplies. Milk crates and other makeshift | | | |
| | devices are not to be used as the design does not allow proper cleaning of the | | | |
| | floor beneath and wall behind. | | | |
| 14 | Faucets turned off and leak proof. Any necessary maintenance/repair must be | | | |
| | documented to ensure follow up by the morning management team the following | | | |
| | day. | | | |
| 15 | Any miscellaneous maintenance/necessary repairs must be documented to ensure | | | |
| | follow up by the morning management team, the following day. | | | |



Concessionaire Occupancy Inspections

Initial Walk-Through

Prior to Concessionaire's initial occupancy of, use of, or operations at the Premises, Authority shall perform an Initial Walk-Through of the Premises with the Concessionaire and appropriate Authority representatives, including, but not limited to, Airport Design and Construction, Facilities Management, and/or Planning and Environmental.

The environmental condition of the Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. Authority will require Concessionaire to participate in the Initial Walk-Through and review and comment upon the conclusions and findings of the Initial Walk-Through report.

Concluding Walk-Through

Prior to vacating or surrendering the Premises or any portion of them for any reason, the Concessionaire shall provide Authority with access to perform a Concluding Walk-Through in order to determine the condition of the Premises or that part of the Premises being vacated.

Authority shall provide Concessionaire with an opportunity to participate in the Concluding Walk-Through. If the Concluding Walk-Through reveals that Concessionaire has not removed all trash, containers, tanks, structures, debris, residue, and other items and materials for which the Concessionaire or anyone operating on its behalf is responsible. Authority will share its Concluding Walk-Through report and any relevant photographs with Concessionaire. The Concessionaire will remove or correct any items to the extent not in compliance with the requirements of the lease within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by the Concessionaire to perform the corrective actions but no longer than three (3) months.

The Concessionaire shall leave facilities and equipment being surrendered or vacated by the Concessionaire in a state of good repair. However, tanks, structures, and other items and materials owned by Concessionaire may revert to Authority upon agreement of the Concessionaire, with the Authority accepting such tanks, structures and other items and materials in an "as is, where is" condition.

Concessionaire Facility Inspections

The Airport will conduct inspections on a regular basis to ensure compliance with terms and conditions of the lease and to ensure all spaces are maintained to airport standards. Authority's Agents will do their best not to interfere with the Concessionaire's business operation unreasonably.

Authority's Agent may take photographs, measurements, temperatures, etc., as deemed necessary during the inspection of the premises.

Spot inspections will occur on a weekly basis and more thorough inspections will be performed on a biannual basis by a team of airport RG&PD staff including facilities and operations. Night inspections will also be performed on a regular basis by the authority's pest management contractor to ensure compliance with all pest management practices.



SAMPLE: Facility Inspection Checklist - Concessions

| Date: | |
|--------------|--|
| Time: | |
| LOD #/Room # | |
| Concession: | |
| Company: | |

| Item# | Evaluate each area and note any deficiencies under comments | Yes | No | N/A |
|--------|---|-----|----|-----|
| EXT1 | Operating hours are posted in venue - venue is fully operational during posted | | | |
| | hours and during extended hours if irregular operations | | | |
| EXT2 | Windows are clean — no fingerprints or streaks | | | |
| EXT3 | Exterior displays are clean and well presented — no dust, no fading, well | | | |
| | organized, current | | | |
| EXT4 | Exterior signage is clean and in good repair — permanent signage is well lit, no | | | |
| | dust, or damage. | | | |
| | Exterior informational signage is current, clean, in good repair, and meets | | | |
| | airport guidelines | | | |
| EXT5 | Exterior surfaces are clean and in good repair - no chips, dents, marks, holes, | | | |
| | surfaces are clean and bright, cove base is intact | | | |
| EXT6 | Concept stays within lease lines - displays all within lease lines, no stray signs or | | | |
| | objects, music, sound and lighting all stay within lease lines | | | |
| FOH7 | Floors are clean and in good repair- no food debris, food residue or grease, stray | | | |
| | marks or scuffs, or dust; no cracked tiles, dents, holes, water damage, scratches, | | | |
| | abrasions, discoloration | | | |
| FOH8 | Walls are clean and in good repair- no food debris, food residue or grease, stray | | | |
| | marks, or scuffs, or dust; no chips, dents, marks holes, scratches, cove base is | | | |
| | intact, no discoloration | | | |
| FOH9 | Ceilings are clean and in good repair no dirt, stray marks or scuffs, dust, or | | | |
| | HVAC marks or discoloration; no damaged tiles, holes, dents, marks, hanging | | | |
| | wires, loose items | | | |
| FOH10 | Cases are clean and in good repair — no spills or dust, glass is clean and streak | | | |
| | free, no chips, dents, scratches, holes, missing shelves; no clutter, no personal | | | |
| | belongings, no storage | | | |
| FOH11 | Other Fixtures clean and in good repair — other casework, design elements, and | | | |
| | interior signage all clean and free of dirt, grime, streaks, dents, scratches, dust, | | | |
| 501140 | fading, chips, holes, damage | | | |
| FOH12 | Millwork clean and in good repair — any millwork and railings free of dirt, | | | |
| | streaks, grime, dust. No dents, scratches, holes, scuffs, marks, dust, broken | | | |
| FOLI12 | pieces, wear, delaminated pieces | | | |
| LOUT3 | Condiment stations are clean and in good repair — no refuse, spills, food | | | |
| EOU! | residue, clutter, items are labeled; well stocked; no damage | | | |
| FOHI4 | Tables and Chairs are clean and in good repair — tables are bussed and free of | | | |
| | refuse, no food debris, food residue or grease; check for grime around legs and under tables; no broken items, scratches, dents, holes, loose legs, worn areas, | | | |
| | rips, tears, discoloration, missing furniture | | | |
| | ווף איר נבמוא, מואנטוטומנוטוו, וווואאוווצ ועודוונעוצ | | | |



| residue, grease or grime, no marks, scratches, dents; no empty boxes or containers visible FOH16 Lines are well managed — area for queuing is well marked (stanchions), lines are moving, POS stations well organized and staffed; credit cards working, receipts for every transaction FOH17 Units are appropriately staffed — ample staff to assist customers, ring up sales, and stock merchandise, wait staff is attentive and polite, wait times for food under 15 minutes/2 minutes FOH18 Associates are well dressed and trained — complete uniforms, nametags, ID badges, clean, well groomed: knowledgeable (airport/concept), effective communicators, good customer service FOH19 Shelves are well stocked — all shelves are fully stocked, all food products have expiration dates, no past due products, no dust, stock is rotated, shelves are organized and well lit, no storage FOH20 Merchandise is appropriate — good product variety, merchandise follows use clause, prices visible for all products, products appropriate to customer demand FOH21 Prices comply with street pricing policy — randomly check prices against benchmarks FOH22 Product displays are compelling — clean, no dust, fresh and relevant, well displayed and well lit FOH23 Menus are clean and current — no food residue, grime, torn or worn pages, stickiness, menus have current information, appropriate for current day part FOH24 Menu Boards are clean and in good repair — no damage, dirt, grime, dust, smudges, incorrect information, missing information, broken lights FOH25 Interior signage is clean and easy to follow — no dust, dirt, or grime; easy to read and understand; customer feedback process/information is posted FOH26 Lights are clean and in good repair — all lights are fully operational, no flickering, no burned-out bulbs, no cracked fixtures, no dust FOH27 Rugs and mats are clean and in good repair — all floor coverings are devoid of dirt, grime, tears, rips, curled edges BOH28 Floors, walls, cellings clean and in good repair — no dirt, grease, grime, health | FOH15 | Garbage receptacles are clean and not overflowing — no visible refuse, no food | | | |
|--|-------|---|---|---|---|
| FOH16 Lines are well managed — area for queuing is well marked (stanchions), lines are moving, POS stations well organized and staffed; credit cards working, receipts for every transaction FOH17 Units are appropriately staffed — ample staff to assist customers, ring up sales, and stock merchandise, wait staff is attentive and polite, wait times for food under 15 minutes/2 minutes FOH18 Associates are well dressed and trained — complete uniforms, nametags, ID badges, clean, well groomed: knowledgeable (airport/concept), effective communicators, good customer service FOH19 Shelves are well stocked — all shelves are fully stocked, all food products have expiration dates, no past due products, no dust, stock is rotated, shelves are organized and well lit, no storage FOH20 Merchandise is appropriate — good product variety, merchandise follows use clause, prices visible for all products, products appropriate to customer demand FOH21 Prices comply with street pricing policy — randomly check prices against benchmarks FOH22 Product displays are compelling — clean, no dust, fresh and relevant, well displayed and well lit FOH23 Menus are clean and current — no food residue, grime, torn or worn pages, stickiness, menus have current information, appropriate for current day part FOH24 Menu Boards are clean and in good repair — no damage, dirt, grime, dust, smudges, incorrect information, missing information, broken lights FOH25 Interior signage is clean and easy to follow — no dust, dirt, or grime; easy to read and understand; customer feedback process/information is posted FOH26 Lights are clean and in good repair — all lights are fully operational, no flickering, no burned-out bulbs, no cracked fixtures, no dust FOH27 Rugs and mats are clean and in good repair — all floor coverings are devoid of dirt, grime, tears, rips, curled edges FOH28 Floors, walls, ceilings clean and in good repair — no dirt, grease, grime, health related or hazardous damage, no standing water, mop area clean FOH29 Floors, walls, ceiling | | residue, grease or grime, no marks, scratches, dents; no empty boxes or | | | |
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| BOH31 Sinks clean - devoid of food debris, food residue and functioning, no openings in | вонзо | Drains clean - devoid of debris and functioning; grates in place, grease | | | |
| | | interceptors cleaned | | | |
| wall around under sink plumbing | вонз1 | Sinks clean - devoid of food debris, food residue and functioning, no openings in | J | T | 7 |
| | | wall around under sink plumbing | | | |



| Item # | Evaluate each area and note any deficiencies under comments | Yes | No | N/A |
|--------|--|-----|----|-----|
| вон32 | Cabinets clean and in good repair — no dirt, grime, broken elements | | | |
| | Garbage receptacles clean and emptied — no overflowing garbage, no dirt, 8rease, grime | | | |
| | Cooking area free of grease— no grease residue or grime in cooking area, hoods cleaned and inspected per regulations; no cooking or fire hazards, clean filters | | | |
| | No evidence of pests — no droppings, no flies, no fruit flies, no holes or chewed areas | | | |
| | Storage meets health codes — no cleaning agents or chemicals stored with food, no meat products stored above produce, containers sealed, no spills; no unsafe or inappropriate storage | | | |
| | Dishes washed according to code — three compartment sink, water temperature | | | |
| вонз8 | Refrigerator gaskets/seals are clean, and no cracks exist | | | |
| вонз9 | Any obstructions in front of electrical panel | | | |

| Comme | Comments: | | | | | |
|--------|--------------|----------------|--|--|--|--|
| Item # | Observations | Follow up Date | | | | |
| | | | | | | |
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| | | | | | | |

Concessionaire Joint Venture Program

The San Diego County Regional Airport Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Finance and has received federal funds, which the Authority has signed grant assurances that it will comply.

It is the Authority's policy the ACDBE program is in accordance with the applicable law; therefore, the Authority will conduct announced and unannounced on-site and/or virtual employee interviews to verify owner(s) are known and information regarding roles and responsibilities is accurate.

Additionally, each Concessionaire will report total monthly gross sales and or expenditures (purchases from all vendors including ACDBEs) including ACDBE participation by the twentieth (20th) calendar day of each month in the web-based Compliance and Diversity Management System or successor system during the term of the lease. The use of the system is mandatory to the Authority's compliance with FAA requirements.



Environmental Sustainability

All of the Airport's activities, whether directly related to aircraft operations, or to the customers who travel, or vendors who service the facility, all have significant environmental impacts. The Airport is committed to reducing these impacts in as many ways as possible. The Airport staff will work with Concessionaires to find solutions to environmental sustainability challenges.

Many programs are already in place for Concessionaire participation. The Airport expects every Concessionaire to participate with a commitment to doing what's right for the environment. Examples of these programs cover the spectrum of waste reduction, grease recycling, and hazardous waste

The Airport strongly encourages Concessionaires to use environmentally friendly products in their operation (non-toxic cleaning products, trash bags with recycled plastic content, etc.). Reduction of single use products and containers is a specific area of focus for the Airport. Environmental Sustainability is supported both by the Concessions staff as well as the Airport's Planning & Environmental Affairs staff.

Concessionaires shall incorporate the following elements into their operational plans, routine procedures, and employee training:

- Participation in the Authority's "SAN Green Concessions Program."
- Locally source organic, sustainable, and Fair-Trade food to the greatest extent possible.
- Use recycled content and unbleached paper products including "to go" containers, napkins, menus, bags, and packaging. Refrain from using Styrofoam service ware.
- Use paper or alternative sustainable straws instead of plastic straws and distribute upon request only.
- Non-BPA receipt paper Only printing a receipt if the customer requests one.
- Replace single-use plastic bottles for sale with sustainable alternatives, including recyclable aluminum, glass, or BPI-certified compostable material. [2025 Milestone]
- Use reusable food service ware and accessories at all dine-in locations, except for "to go" orders.
- When reusable food service ware and accessories are not possible, use environmentally friendly (PFAS Free, BPI-certified compostable, and/or recycled content) items. [2030 Milestone]
- Provide unbundled single-use utensils and accessories only upon request or at self-serve stations.
- Switch to bulk condiments and service ware instead of individually wrapped, as much as possible.
- Provide adequate co-located recycling, landfill, and organics (when applicable) bins and correct liner colors for proper waste diversion within concession units.
- Participate in source-sorting of recyclables, organics (compostables), and landfill destined wastes, including delivering such wastes to the appropriate location within the Terminal.
- Use low-/non-toxic cleaning products that are Green Seal (www.greenseal.org) certified or receive at least an 8.1 rating on the GoodGuide (www.goodguide.com).

Food Donation Program

The Authority facilitates a Food Donation Program in partnership with the Airport's local USO and encourages Concessionaires to donate excess edible food through this program.



Training

Concessionaires are expected to participate in current environmental programs and future recycling or other environmental programs. Participation in these programs is coordinated through the Authority's Planning and Environmental Affairs Department and includes outreach materials.

Concessionaires are responsible for training their employees on the proper use, sorting, and disposal of all waste removal items as part of new employee orientation (depending on job function) and on a reoccurring basis as needed.

Waste Management - Recycling, Composting, & Trash

Concessionaires, in conjunction with the Planning & Environmental Affairs team, are responsible for training their employees on the proper use, sorting, and disposal of all waste items as part of new employee orientation (depending on job function) and on a reoccurring basis as needed.

Recycling

The Airport has a commingled recycling program that includes the following unsoiled and dry items. Be sure items are free of food waste, oil, or excessive dirt. All food containers should be rinsed and free of food or liquid. All recyclables must be empty, clean, and dry before disposing in recycling bins.

- Clean paper products including newspaper, magazines, receipts, cardboard, and cartons (juice boxes, milk cartons, soup cartons, etc.)
- Glass bottles and jars
- Steel cans
- Aluminum cans and foil
- All plastic bottles, cups, containers, jugs, and beverage containers
- Styrofoam

What should NOT go into your recycling container:

- Wax coated papers
- Plastic coated papers
- ◆ Tissue or paper towels
- ♦ Food waste
- Plastic trash bags
- ♦ Plastic utensils

- ♦ Styrofoam packing peanuts
- ♦ Other organic waste
- Paper or containers contaminated by food
- ♦ Film plastic
- ♦ TRASH

Compost

Compostable items include coffee grounds and filters, fruits, and vegetables (including peels and rinds), meats and any leftover food.

NO dirty napkins soiled with cleaning products or items reading "compostable" and/or "biodegradable." The City of San Diego is responsible for the composting of material from the Airport, and the program does not accept these items in compost at this time.



Trash

The Authority utilizes an authorized vendor for facility waste management services, Flagship Facility Services.

Waste Collection

Concessionaires providing food for consumption on or off premises shall:

- In back-of-house areas, provide conveniently located and clearly marked recycling, compost, and trash containers for employee use.
- In front-of-house dining areas without table service (where customers discard their own waste), provide conveniently located and clearly marked recycling, organics (compostables), and trash containers.
- Provide signage visible to patrons when picking up their orders or where self-service customers
 pickup service ware, and on discard bins in dining areas clearly identifying which service ware is
 recyclable and which is trash.
- Food and beverage Concessionaires are encouraged to use signage best practices and bins and labels, and to post mandatory City recycling ordinance signage for employees to see.

Water Conservation

- Implement process to thaw food in refrigerators and not use running water to melt frozen food to the greatest extent possible.
- Serve water upon request only at sit-down concessions.
- Run dishwashers only when full.
- Use water conservation fixtures such as aerators on faucets and low-flow faucets and appliances.
- Conduct routine inspections for leaks and service equipment immediately, if required.
- Participate in the SAN Green Concessions program. [2025 & 2030 Milestones]

Employee Commuting

- Participate in the iCommute San Diego program to help facilitate alternative commute options for concession employees. [2025 Milestone]
- Offer employees no-cost monthly transit passes for the Metropolitan Transit System. [2030 Milestone]

Hazardous Materials/Waste

Concessionaires are responsible for effectively managing the disposal, off Airport property, of any hazardous materials or waste generated through their operations, maintenance, and construction activities. This includes, but is not limited to all types of batteries, florescent light tubes, refrigerants, paints, stains, and other hazardous chemicals. Hazardous waste should be properly stored and labeled until it can be disposed of.

Material that will be stored long term on the Premises in quantities that qualify as hazardous material should follow the guidelines provided on the County of San Diego Environmental Health and Quality Hazardous Waste Management website.



Airport Collection Event

Concessionaires are encouraged to participate in the Airport's Collection Event for electronic and universal waste recycling that occurs 2-3 times a year. This event is FREE and available to airport employees, tenants, contractors, and volunteers. Event information is distributed by the Planning & Environmental Affairs team and posted on the SAN website.

Electronic Waste

- Broken electronics
- > Cellphone & phone hardware
- > TVs & TV hardware
- > Laptops & computer hardware
- Wires, cables, cords, chargers
- Printers
- Tablets, e-readers, Kindles, iPads
- > Audiovisual equipment
- Microwaves
- ➤ Most items w/ plug or battery

Universal Waste

- Lightbulbs
 - Incandescent
 - > Fluorescent
 - High-density discharge
 - Metal halide
 - Neon
 - Sodium
 - ➤ LED
- Batteries
 - AA, AAA, C cells, D cells
 - Button Cell
 - Car batteries Tape all battery terminal and isolate corroded/leaking batteries in plastic bag

What is NOT accepted at the Airport's Collection Event:

- ♦ Refrigerators or large appliances
- ♦ Paint
- **♦** Tires
- ♦ Hazardous waste and chemicals



Pricing

Concessionaire understands Authority's objective to achieve and maintain pricing equivalent to comparable off-Airport retail prices, adjusted for the realities of working within an airport's requirements. Currently, SDCRAA has approved a pricing policy of Street plus 15% for merchandise of the same quality, size, packaging, etc.

Authority shall have the right to approve, disapprove, or require price reductions when it determines that a lower price is justified. The President/CEO retain the right to modify and change upon three (3) days' written notice to Concessionaire.

Accordingly, Concessionaire and Concessionaire's Agents, if any, will adhere to Street Pricing, and provide the following forms in relation to its pricing and product offering.

Price Submission Documents:

- a. Price Comparison Locations Form (PDF or Doc), example attached.
- b. Pricing Worksheet (Excel), example attached.
- c. Instructions to fill out the Worksheet, see attached.

Initial Pricing

Concessionaire, at least sixty (60) days prior to the Rent Commencement Date, must submit a list of at least three (3) comparable businesses in the San Diego Metropolitan Statistical Area that Concessionaire proposes to use to compare the prices to be charged at the Airport for each item and/or service to be sold to Authority for approval.

Comparable Businesses

A comparable business must be equivalent in concept, size, ambiance, and quality to those proposed by Concessionaire for the Airport and the products and/or services used for comparison pricing must also be of like size and quality.

The comparable businesses designated by Concessionaire must be valid comparables and will be used as the basis for price comparisons during the term of the lease to determine compliance with Street Pricing. Venues specifically excluded from consideration as comparables include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts, and hotels.

Upon receipt of Authority's approval of the comparable businesses to be used, Concessionaire shall submit a service and/or product and price list to Authority and identify the prices charged by the approved, comparable businesses proposed to be used as a basis for the prices to be charged by Concessionaire.

Pricing Adjustments

Following Authority's initial approval of Concessionaire's proposed prices, thereafter, price changes, with the exception of promotions, will be allowed not more often than semi-annually, and only if supported by the then current prices charged by the approved comparable businesses, as appropriate.



Authority may, but shall not be required to, approve price increase or decreases at times other than as specified when such approval is requested by Concessionaire for extenuating circumstances. A listing of the proposed changes in price shall be submitted in writing to Authority, together with the applicable prices of the approved, comparable businesses. Authority which may reject any or all of the proposed changes, by written notice to Concessionaire when the proposed changes are inconsistent with Street Pricing. Failure to comply with the provisions shall be a material breach of Lease.

If Street Pricing cannot be determined, as described above, then Authority will identify local area businesses, first considering businesses in the San Diego Metropolitan Statistical Area, similar to Concessionaire's businesses at the Airport and Street Pricing will be set using the average prices for the same or similar goods at three (3) selected off-Airport businesses. If Concessionaire desires to make adjustments to a comparable product price due to differences in size, packaging, etc., in submitting of its recommended pricing, it shall call out any such items and explain what differences there are between the comparable product and the product for sale at the Airport. The Authority will have the final approval of such changes and may modify them as it sees fit to maintain reasonable pricing within the policy.

Annual Pricing Reporting

Each Concessionaire must submit an annual Pricing Report that provides evidence of its ongoing compliance with this Pricing Policy. The annual pricing report must include a price comparison for each concession unit operated by the Concessionaire. However, prices do not need to be submitted for all menu items, products and/or services. Instead, the annual Pricing Report only needs to contain price information for the following items:

| Type of Concession | Items for Annual Price Comparison |
|--|---|
| Specialty Retail | Top 25 products sold |
| Convenience Retail/Newsstand | Top 10 newspapers/magazines/books sold |
| | Top 10 gifts/souvenirs/toys sold |
| | Top 10 packaged snacks/candy sold |
| | Top 5 health & beauty aids sold |
| | Top 5 travel/business accessories sold |
| Duty Free/Duty Paid Shop | Top 5 liquor products sold |
| | Top 5 accessories sold |
| | Top 5 souvenir/gift/confectionary sold |
| | Top 10 perfume/cosmetics sold |
| Financial Services and Foreign Currency Exchange | Top 5 products sold |
| Food Service | Top 25 food items sold |
| | Top 5 non-alcoholic beverages sold |
| | Top 10 alcoholic beverages sold (if applicable) |



Pricing Review

The Authority may perform periodic price reviews at its discretion at any time by either Authority employees or third parties (e.g., "secret shoppers"). In addition, the Authority may require Concessionaire to submit a comprehensive pricing report at any time on ten (10) days' notice, and Concessionaire agrees to submit such report to the Authority.

Pricing Audits

At any time during the Term hereof, Authority may conduct a Pricing Audit on Concessionaire's merchandise or services and/or request a full or partial Pricing Review Submittal for all or, at Authority's option, some, of the merchandise or services offered by Concessionaire. If the Authority issues a written request to Concessionaire for a Pricing Submittal, the Concessionaire shall have ten (10) business days upon receipt of Authority written notice to submit their complete Pricing Submittal.

Corrective Action - Pricing

In the event it is determined by the Authority that Concessionaire is not in compliance with Street Pricing, Authority shall give Concessionaire written notice thereof. If Concessionaire does not make appropriate adjustments to comply with Street Pricing within three (3) days of such notice, the products and services which are not in compliance may be required to be removed from the concession and additional fines may be imposed.

If Concessionaire is found by Authority to have charged prices in excess of Street Pricing more than twice in any calendar quarter, Authority shall have the right to other remedies available to it, including default and the Lease shall be subject to termination.



SAMPLE FORM: Price Comparison Locations

| Date: | Ор | erator: |
|------------------|---------------------|--------------------|
| Concession LOD#: | Co | ncept: |
| Jonession Lour. | | поерг. |
| PCL Name | PCL Address and Cit | y PCL Phone number |
| | | |
| | | |
| | | |
| | | |
| | | |

This Price Comparison Locations (PCL) submittal form is to be used by each concessionaire to submit their proposed pricing comparison locations. Here are some guidelines when submitting your proposed PCLs:

- Concessionaire must submit a list of at least three (3) businesses in the San Diego Metropolitan
 Statistical Area that Concessionaire proposes to use to compare the prices to be charged at the
 Airport for each item and/or service to be sold.
- If the concession is a street branded concept, the proposed PCLs should be of the same brand.
- If the concept is not a street branded concept, the PCLs submitted must be comparable in concept, size, ambiance, and quality. Also the products and/or services used for comparison pricing must also be of like size and quality.
- Venues specifically excluded from consideration as PCLs include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts and hotels.

Once the PCL worksheet has been reviewed by the Authority an approval or rejection letter will be issued to the Concessionaire for the proposed PCLs. All PCLs proposed by Concessionaire and approved by the Authority will be used as the basis for price comparisons during the Term of the Lease to determine compliance with Street Pricing.



SAMPLE FORM: Pricing Worksheet

| San Diego International Airpo | ort Street Pricing Worksheet | | | | | SA | N | IPLI | E PF | RICING | WOF | RKSHEET |
|--|--|----------|-------------|----------|--------------|----------|-------------|----------------------------|----------------------------|------------------------------|----------------|--|
| Submitted Date: | 01/01/12 | (1) | | | | (7) | Unit k | (ey: | | | | |
| Approved Date: | | (2) | | | | | | Loc. Na | me | Address | City | Phone Number |
| Approved by: | | (3) | | | | Comp | | Bob's G | | 123 4th ave | San Diego | 123-456-7890 |
| Operator: | Xtreme Food, Inc | | | (4) | | Comp | | Applebe Bar & G | | 555 10th st. 567 11th Ave | Chula Vista | 123-456-7891 123-456-7892 |
| Concept: | Joe's Grill | | | (5) | | Comp | #3 | bar a 9 | riii | 567 11th Ave | La Jolia | 123-456-7692 |
| LOD: | 101-1234 | | | (6) | | | | | | | | |
| | | | | | | | | | | | | |
| (8) | (9) | (10) | | (11) | | (12) | | (13) | | (14) | (15) | (16) SDIA Approved |
| Menu Item Description | Product Size/Description | Com | p #1 | Comp | #2 | Comp | #3 | | ge of 3 mps | Current Price | Proposed Price | Maximum Price (Street ave. +15%) |
| Breakfast | | | | | | | | | | | | |
| Ham, egg and cheese bagel bagel | 2 egg, 2 oz ham, 1 slice cheese with cream cheese | \$ | 2.50 | \$ | 3,45 2,10 | \$ | n/a 1.95 | \$ | 2.98 | \$ 2,75 | \$ 3.00 | \$ 3.42 \$ 2.32 |
| Breakfast burrito | meat, egg, cheese | \$ | 3.00 | Ψ | n/a | \$ | 2.75 | \$ | 2,88 | | | \$ 3.31 |
| nash rounds | 2.5 oz serving | Τ. | n/a | \$ | 1.00 | <u> </u> | n/a | \$ | 1.00 | | | \$ 1.15 |
| | | | | | | | | \$ | - | | | \$ - |
| | | <u> </u> | | | | | | \$ | - | | | \$ - |
| | | - | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - \$ - |
| | | | | | | | | \$ | | | | \$ - |
| Salads | | | | | | | | | | | | |
| Chef salad | | | | | | | | \$ | - | | | \$ - |
| Side salad | | | | | | | | \$ | - | | | \$ - |
| Greek salad | | _ | | ! | | | | \$ | - | | | \$ - \$ - |
| Chicken salad | | | | | | | | \$ | - | | | \$ - \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| Kids Meals | | | | | | | | \$ | - | | | \$ - |
| Hamburger, fries and drink | with toy | \$ | 5.75 | \$ | 4.50 | \$ | 6.00 | \$ | 5.42 | | | \$ 6.23 |
| Nuggets, fries and drink | with toy | \$ | 4.50 | \$ | 4.25 | _ | n/a | \$ | 4,38 | | | \$ 5.03 |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | <u> </u> | | | | | | \$ | - | | | \$ - |
| | | 1 | | | | | | \$ | - | | | \$ - \$ - |
| | | 1 | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| Desserts | | | | | | | | | | | | |
| Apple pie | 3 | \$ | 1,50 | \$ | 2,15 | \$ | 1,65 | \$ | 1,77 | | | \$ 1.94 |
| Ice cream Brownie | 3 oz serving 2.5 oz serving | \$ | 2.99 n/a | \$ | 3.25 2.25 | \$ | 3.50 n/a | \$ | 3,25 2,25 | | | \$ 3.73 \$ 2.59 |
| D. G. Wille | E,S OZ SCI VIIIG | | 117 G | T | E.EU | | 117 G | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | <u> </u> | | | | | | \$ | - | | | \$ - |
| | | ₩ | | | | | | \$ | - | | | \$ - \$ - |
| | | 1 | | | | | | \$ | | | | \$ - |
| Sides/snacks | | | | | | | | | | | | |
| Fries | small | | | | | | | \$ | - | | | \$ - |
| Chips | 1,2 oz bag | \$ | 0.89 | \$ | 0.99 | \$ | 1,10 | \$ | 0.99 | | | \$ 1.14 |
| Pretzels | 2.5 oz bag | _ | | | | | | \$ | - | | | \$ - |
| Corn on the cob Fruit cup | 1/2 ear mixed 12 oz | \$ | 3,49 | \$ | 4,50 | \$ | 3.25 | \$ | 3,75 | | | \$ - \$ 4.31 |
| Yogurt parfait | 12 oz serving | \$ | 1,45 | \$ | 1,60 | T | n/a | \$ | 1,53 | | | \$ 1.75 |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | \perp | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| Entrees Hamburger (6 oz.) and fries | | | | | | | | \$ | | | | \$ - |
| Ham and swiss cheese sandwich | with fruit | \$ | 6.59 | \$ | 5.59 | \$ | 5.89 | \$ | 6.02 | | | \$ 6.93 |
| Turkey and cheddar sandwich | with fries | | | | | | | \$ | - | | | \$ - |
| Tuna and swiss cheese sandwich | with chips | | | | | | | \$ | - | | | \$ - |
| Chicken salad sandwich | with fries | _ | | | | | | \$ | - | | | \$ - |
| | | _ | | | | | | \$ | | | | \$ - \$ - |
| | | | | | | | | \$ | | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | \$ | - | | | \$ - |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ | 0.94 | | | \$ 1.08 |
| | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ | - | | | \$ - |
| | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ | - | | | \$ - \$ - |
| | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ \$ | - | | | \$ - \$ - \$ - |
| | 2 oz tin | \$ | 0,89 | \$ | 0.95 | \$ | 0.99 | \$ | - - - | | | \$ - \$ - |
| | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ \$ \$ \$ \$ | - - - - - | | | \$ - \$ - \$ - \$ - \$ - |
| Other Mints | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ \$ \$ \$ \$ | - - - - - - | | | \$ - \$ - \$ - \$ - \$ - \$ - |
| | 2 oz tin | \$ | 0.89 | \$ | 0.95 | \$ | 0.99 | \$ \$ \$ \$ \$ | - - - - - | | | \$ - \$ - \$ - \$ - \$ - |



Pricing Survey Instructions

| # | Worksheet Item | Instructions |
|----|---------------------------------|---|
| 1 | Submittal Date | Date the Concessionaire submitted the form to Authority |
| 2 | Approved Date | Authority staff will provide the date once pricing is approved |
| 3 | Approved by | Authority staff will provide the approver name |
| 4 | Operator/Concessionaire | Concessionaire name |
| 5 | Concept | Store name |
| 6 | LOD | Lease Outline Drawing (LOD) of space. If more than 1 location of same store concept, please include all LOD's |
| 7 | Comparison Location Information | Provide comparison business name, address, phone, website |
| 8 | Product/Menu Item Description | Include product description details |
| 9 | Product Size Description | Include sizes, portions, features to explain value of the item |
| 10 | Comparison #1 | Enter price of the item from 1st comparison location, include dollars and cents |
| 11 | Comparison #2 | Enter price of the item from 2nd comparison location, include dollars and cents |
| 12 | Comparison #3 | Enter price of the item from 3rd comparison location, include dollars and cents |
| 13 | Average of 3 Comparisons | The worksheet should compute the average price of the three (3) comps. All 3 must be entered for averaging to work |
| 14 | Current Price | Provide current price of item/product |
| 15 | Proposed Price | Provide proposed price of item/product |
| 16 | SDIA Approved Maximum Price | The worksheet will compute the average price of the 3 comps and add 15% to the street price. This is the maximum allowable price for the item/product |
| 17 | Product Header Row | Change or update the header rows as necessary |
| 18 | Product/Menu Item | Include sample of product/menu item which will be offered for sale. Add rows and headers as necessary |
| 19 | Any Special Notes | Add any explanations to assist Authority staff |

To expedite the review and approval process of the Pricing Submittal, please be sure to include all the requested information, such as: menus, brochures, websites, supporting documents, etc. that will aid in your proposed pricing.

Food & Beverage Verification Documents can be a picture of restaurant menu with their prices, website with prices, or proof of purchase receipts and any other documentation that can validate the offerings.



Concessionaire Sales Reporting

The Tenant Reporting Application (TRA) is to allow food and retail Concessionaires to submit daily sales weekly via the internet to the Authority. The product allows Concessionaires to use a standard browser to navigate to a website, log in, and populate requested sales information. Sales information includes food, alcohol, news, specialty, allowances sales, surcharges and transactions by unit. This is a two-step process in which Concessionaires enter weekly sales and then finalize the sales on a monthly basis.

Link to training video: https://www.san.org/Employees/TRA-Training



Tenant Reporting Applications & User Guide

- A. Getting Started on Entering Sales
- B. Sales Entry
- C. Closing and Signing Out to Ensure Data is Saved
- D. Getting Started on Finalizing Sales
- E. Finalize Sales Select Store
- F. Closing and Sign Out to Ensure Data is Saved
- G. Exporting Data
- H. How to Report Allowances



A. Getting Started on Entering Sales

To enter sales figures, you will need a User ID and password to login to the system. Please contact Accounting at payments@san.org to request a new user log in.

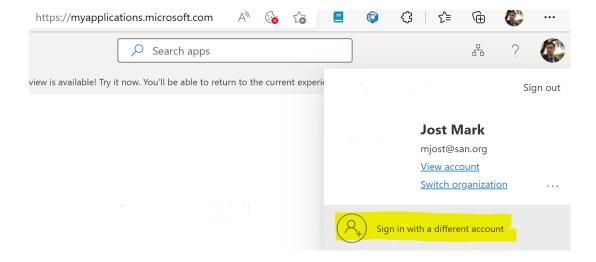
- For <u>new</u> Concessionaires, that do not have a Microsoft account, please contact Accounting and then follow the steps below. You will receive a User ID and temporary password.
- For <u>existing</u> Concessionaires, please request the Microsoft User ID and password from your company. The password can be reset using the "Forgot my Password" link when logging in. Each Concessionaire will be provided only one login for all units/concepts being leased. See "Step 6" for important steps to take when sharing logins.

To get started using the new version of E1, please follow these steps:

STEP 1: Access Website

Navigate to https://myapplications.microsoft.com and bookmark this page for future access.

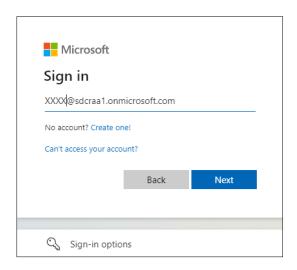
If your organization already uses Microsoft 365 applications, you may have to sign in with a different account.





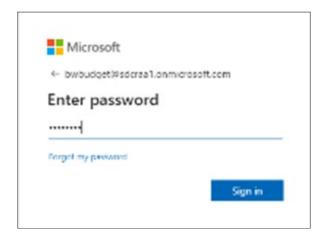
STEP 2: Enter Email

Enter the email address and click "Next."



STEP 3: Enter Password

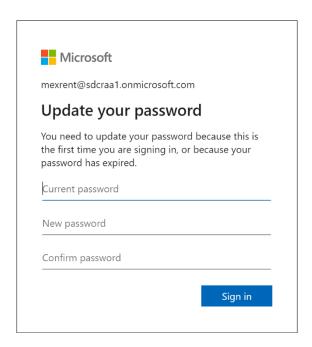
Enter the temporary password provided in the email with the user login.





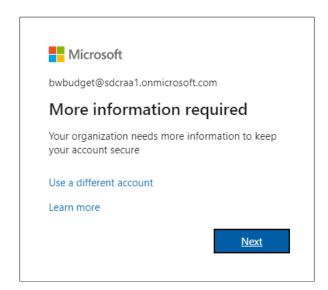
STEP 4: Create Password (New User)

You will be prompted to create a password the first time you sign in.



STEP 5: Provide Information

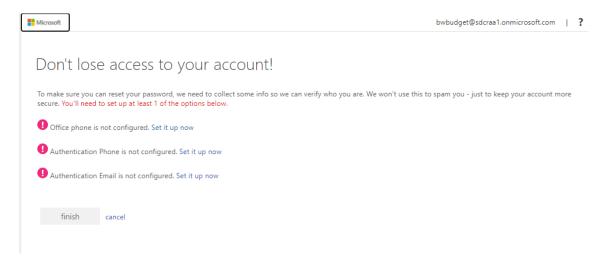
Microsoft will ask for additional information to secure the account, click "Next."



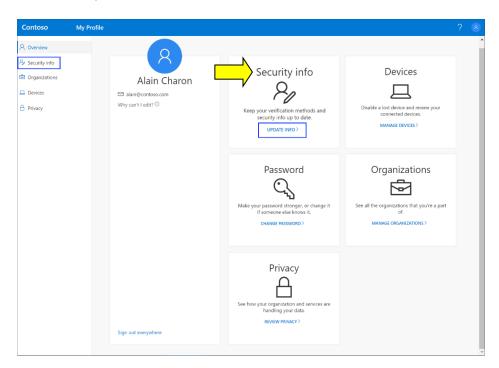


STEP 6: Secure Account

To ensure you can reset the password in the future, please provide at least one of the options, see diagram. If more than one person will be using this login, it is recommended to enter phone numbers/email addresses that everyone has access to reset the portal password.



Note: Security settings can be changed later by signing into https://myaccount.microsoft.com/, then click "Security Info."





Next Step:

Once logged in, click the application icon for Oracle JDE (PD)



Select an Environment and Role, click "OK"

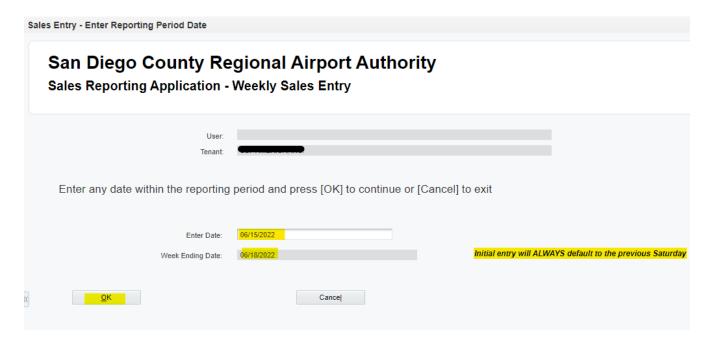




B. Sales Entry

Navigate to the weekly sales entry and expand the tree structure by clicking on the ▶ in front of "End-User Tasks", "Tenant Reporting Application" and then select "Weekly Sales Entry."

- 1. Enter the week ending date in the "Enter Date" field.
- 2. Tab to update "Week Ending Date" field.
- 3. Select "OK."

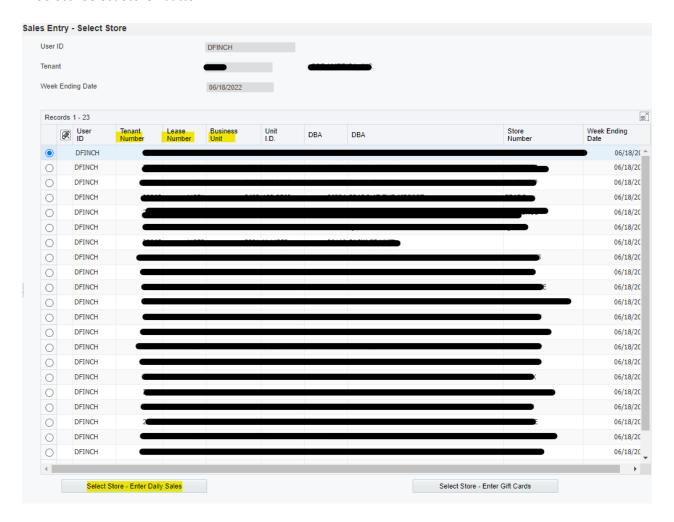




Selecting Store to Report Sales:

Many lease agreements contain multiple stores. To choose a store to report sales, please:

- 1. Select the radio button in front of the row for the desired store.
- 2. Select "Select Store" button.





C. Weekly Sales Entry - Enter / Edit Daily Sales

A lease agreement contains multiple percentage rents based on product codes. When a store is selected, the system will automatically display the product codes for the store.

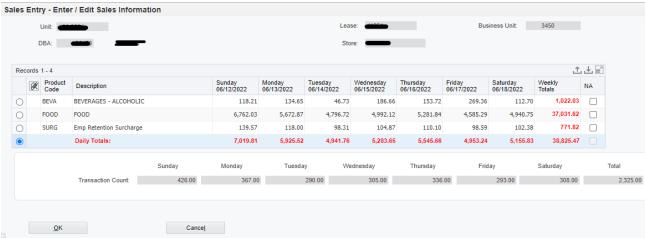
Gross receipts should be entered as defined by the lease agreement. Do not round any dollar amounts.

Note: The system will log you out after 15 minutes of idle time so be sure to save work and log out to ensure your work is not lost.

Enter sales amounts by product codes. Only check the "NA" box if there are no product sales for the entire week. This lets SDCRAA know that, in fact, you had no activity, store was closed, or no sales of that product.

Enter transaction counts:

- 1. Select "OK", to exit out. (Note: Data entered is NOT SAVED yet)
- 2. The "Weekly Sales Entry Select Store" screen is displayed, and you can select another store or exit.
- 3. Select "Save and Exit", to save information and exit.

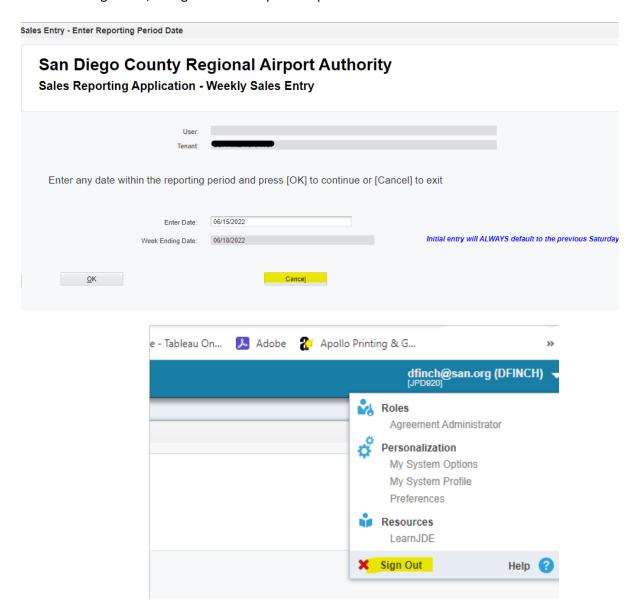




C. Closing and Signing Out to Ensure Data is Saved

Closing programs and signing off properly ensures data is saved and programs have completed all processes.

- 1. Select "Cancel", close window.
- 2. Select "Sign Out", to log out and complete all processes.

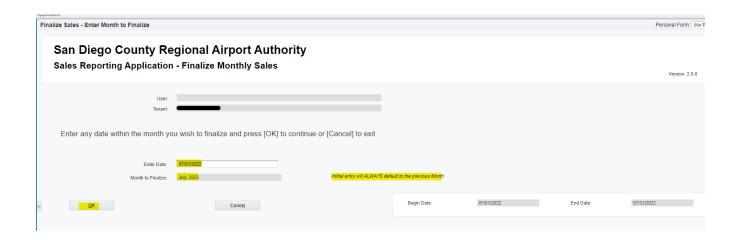




D. Getting Started on Finalizing Sales

Navigate to the weekly sales entry:

- 1. Expand the tree structure by clicking on the ▶ in front of "End-User Tasks", "Tenant Reporting Application" and then select "Finalize Sales."
- 2. Enter the month ending date in the "Enter Date" field and Tab to update the "Month to Finalize" field.
- 3. Select "OK."

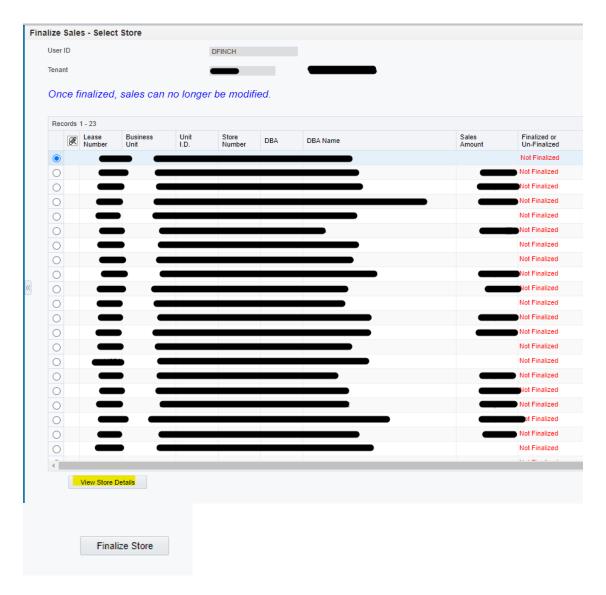




E. Finalize Sales - Select Store

The final steps in finalizing sales:

- 1. Select the radio button for the store for which you are finalizing sales.
- 2. Select "View Store Details" to review sales for a unit.
- 3. Verify Sales.
- 4. Select "Exit" and program will return to finalize sales main menu.
- 5. Select "Finalize Store" button far right. Sales for this store are now finalized.
- 6. Select "Exit" to return to main menu.

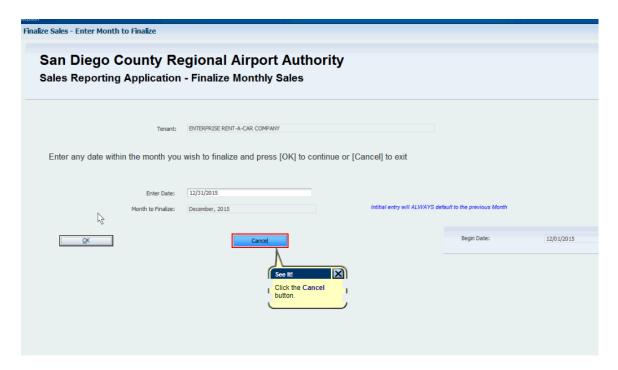




F. Closing and Sign Out to Ensure Data is Saved

Closing programs and signing off properly ensures data is saved and programs have completed all processes.

- 1. Select "Cancel", close window.
- 2. Select "Sign Out", to log out and complete all processes.



3. You are now logged out of system.



G. Exporting Data

101-1811

4 101-1811

26129 NEWS

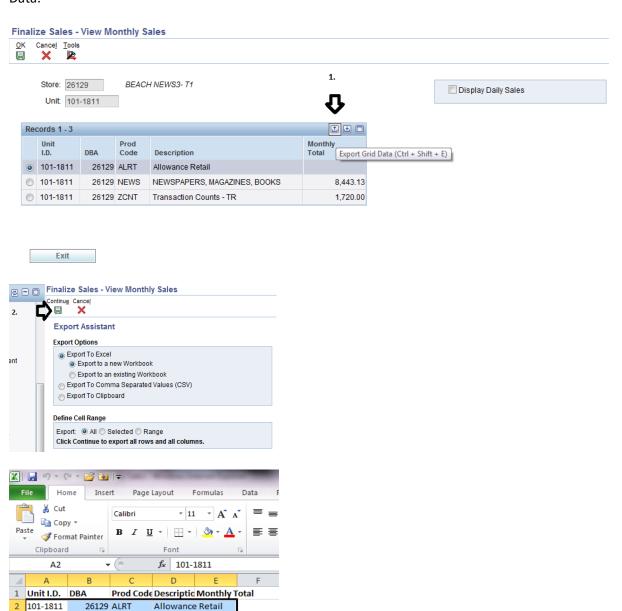
26129 ZCNT

- 1. Click Export Grid Data", when icon is present in any reporting grid.
- 2. Click "Continue", in Export Assistant.
- 3. Follow window prompts to open workbook with data.

NEWSPAP 8,443.13

Transactic 1,720.00

Note: A prompt may appear to install ActiveX. Please install this application as it is required to Export Data.





H. How to Report Allowances

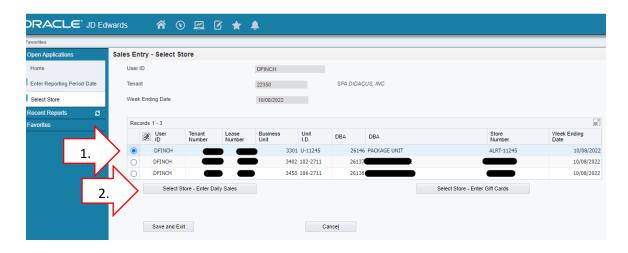
The concession lease requires the concessionaire to report "all allowances received including, but not limited to, Retail Display Allowances, Performance Allowances, and Promotional Allowances." Though allowances are entered into the weekly sales screen, they may be reported as a lump sum on a monthly basis (last week of the month).

Log-in to the system:

- 1. Navigate to the weekly sales entry AND expand the tree structure by clicking on the № in front of "End-User Tasks", "Tenant Reporting Application" and then select "Weekly Sales Entry."
- 2. Enter the week ending date in the "Enter Date" field and Tab to update "Week Ending Date" field.
- 3. Select "OK."



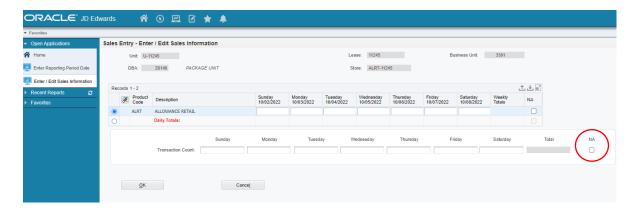
- 4. Select the radio button in front of the row for the "Package Unit."
- 5. Select "Select Store Enter Daily Sales" button.



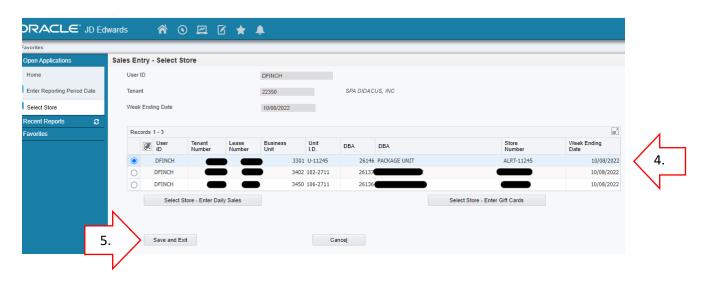


The Package Unit

- 6. Enter lump sum amount allowances for the month on any day of the week selected. Allowances are tracked at the "package level"; allowances are entered for multiple stores into the "package unit" (U-XXXXX).
- 7. Check the "NA" box for transaction counts for the package unit. System shows this field by default.
- 8. Select "OK", to exit out. (Note: Data entered is NOT SAVED yet)



9. The "Weekly Sales Entry – Select Store" screen is displayed again, and you can select another store or exit. Select "Save and Exit," to save information and exit.





Telecommunication Services

Per the Lease, the Authority can provide telecommunications, data network and shared airport tenant services through our STS (Shared Tenant Services) offering.

Shared Tenant Services

STS provides a portfolio of technology solutions that deliver competitive products and services to Concessionaires at the San Diego International Airport. Concessionaires can elect to purchase Internet, telephone, and television services from STS or purchase services directly through the providers.

STS provides Concessionaires with low-cost services and high-quality customer service. The cost of equipment, line, carrier services and maintenance are distributed across the STS Concessionaires that subscribe to the service. Concessionaires find this program appealing for a variety of reasons including, the convenience of one stop shopping for all communication needs and reduced operating costs. STS offers numerous technology systems to benefit Concessionaires including:

- Gigabit Ethernet data network
- An extensive infrastructure network of fiber optic cable and copper wire
- Voice over IP telephone services for local and long-distance dialing
- Multiple television channel packages
- A superior WIFI network
- Cable wiring and installation
- A customer-oriented services provisioning group and billing system

Shared Tenant Services Offerings & Rates

| Service | Rate |
|--|-----------------------|
| Network | |
| Network Access 1Gb (Point to Point and/or Internet) | \$175/mo |
| Network Access 1Gb Switch Port | \$15/port |
| Public Static IP Address | \$25/mo |
| Dedicated Wi-Fi SSID – localized to tenant space | \$70/mo |
| Terminal Wide Wi-Fi SSID – broadcasted throughout terminal | \$500/per terminal/mo |
| Intra-terminal Dark Fiber Lease (Subject to availability) | \$175/pair/mo |
| Inter-terminal Dark Fiber Lease (Subject to availability) | \$300/pair/mo |
| Phone | |
| IP Telephone Service (Includes license, local and long-distance calling, voicemail, and optional analog dialing) | \$58/mo |
| TV | |
| CATV Service (Includes 1 TV set, receiver support and coax cable support) | \$90/mo |
| CATV Service - Hospitality (Includes 3 TV sets, receiver support and coax cable support) | \$165/mo |
| Support Services | |
| Technical Support (Minimum charge 2 hours) | \$125/hr |



Concessionaire will be responsible for the initial cost of installation and all associated equipment and cabling. The prices listed above are the monthly recurring charges for the services provided and support only. There is no obligation to purchase any STS service. Concessionaires may elect to purchase services from other providers. The STS services are subject to the terms of use in the STS Agreement

How to Order Shared Tenant Services

To order STS, please contact ComSAT AV, our contracted STS provider, at 619-795-9444 ext. 1103 or send an email to rybanez@comsatav.com.

ComSAT AV will review with you the services offered, answer any questions you may have, and conduct a job walk to understand the scope of services requested. They will provide the STS Agreement for you to review and sign. Once executed, it typically takes two weeks for services to be established.

Ongoing Support for Shared Tenant Services

If you are experiencing issues with the provided STS, please contact 619-795-9444 ext. 1103 or send an email to rybanez@comsatav.com. Support is available 24/7/365.

Alternate Telecommunication Providers

Concessionaires can elect to purchase Internet, telephone, and television services directly through providers without subscribing to STS. AT&T is the current LEC (Local Exchange Carrier) for network services at the airport. Concessionaires may order services from their preferred vendors, but AT&T is the last mile carrier.

Guidelines for Services

- Concessionaire shall not install their own high- speed wireless local area network without the
 written consent of Authority in advance and all construction work is subject to a Concessionaire
 Improvement request process, as determined and approved in the sole discretion of the Authority.
- Each Concessionaire will have access to telephone, IPTV, and internet services from a local telecommunications closet. A 2" conduit will be provided from each of Premises to the nearest Rack Room (RR) located within the same terminal. Conduits going to rack rooms shall land in the space allocated for Concessionaire within the RR. This is not a reserved space to house network gear or servers and is intended to only obtain connectivity from STS or LEC services.
- If Concessionaire elects to contract for telecommunications services directly with LEC providers, the LEC will deliver services to the nearest MPOE (Minimum Point of Entry). At the Concessionaire's sole expense, the Authority's cable installer, currently ComsatAV, will work with the LEC to extend services to the nearest RR. ComsatAV will install cable from the nearest RR to Concessionaire via 2" conduit for a fee or Concessionaire can elect to use their own cable provider to run cable from the Concessionaire space through the 2' conduit to the RR. Concessionaires' contractor is not permitted to go beyond the RR.
- If Concessionaire desires to install Wireless Access Points (WAP) to build a "Wi-Fi Network" within the Concessionaire space, for the use by Concessionaire and its employees, Concessionaire shall seek Authority approval and coordinate with the Authority IT Department to ensure there isn't signal clashing, and that assignments are accounted for accurately.



- Music, video, and television entertainment systems are permitted; however, the volume of sound must be strictly controlled to limit the levels to Premises and not intrude into adjacent spaces or public areas. The Terminal Paging System and Emergency Messaging System must be clearly heard without interference from Concessionaire sound systems. The noise from any Premises to the exterior shall not exceed 6 dBA above the ambient level. The ambient level is anticipated to be 50 dBA, therefore, the maximum level for the Premises is not to exceed 56 dBA. Concessionaire is responsible for obtaining permission to transmit any copyrighted music, including but not limited to, radio broadcasts, recorded music, and television broadcasts, in the Premises at the Airport in compliance with all laws.
- Concessionaires will not be allowed to install their own roof top satellite dish. The Authority has implemented IP based TV and services through Shared Tenant Services.

Concessionaire shall not install any paging, audio, or video systems within the Premises without advance written approval of Authority.



Concessions Marketing Program

SAN has an established Concessions Marketing Working Group (MWG) and charges a marketing fee as outlined in the lease agreement, please reference Concessions Marketing Program section. All Concessionaires will be charged the marketing fee. The fee is set at one-fourth of 1% (.025%) of concessionaries gross sales to a maximum annual collection per unit of fifty thousand dollars (\$50,000.00).

SAN established a Concessions Marketing Working Group to advise the Airport on the Concession Marketing Program. Any Concessionaire providing concessions at SAN is eligible to have a representative on the MWG. Participation in the MWG is not required but encouraged.

MWG has a role and will:

- Provide guidance on the depth and breadth of the program.
- Help establish the projects of the Concession Marketing Program.
- Offer input and guidance on specific marketing projects.

The MWG will establish a meeting schedule and agendas based on input from the members.

The Airport will manage the marketing fund and act as the program manager for the Concessions Marketing Program. Concessionaires should expect to be briefed during the MWG meetings an updated action plan from the Airport which includes projects, costs, and timeframes.

Concessionaire Meetings

Monthly meetings are held by the Authority, except for the month of December, to inform concessionaires of airport activities and updates, such as, but not limited to: TSA directives, ACO updates, environmental initiatives, construction activity, airline communication, and any information regarding inspections, pricing submittals, sales reporting, etc.



Lost and Found

Items found in the airport terminals, curbside areas, parking lots or airport operated shuttles are stored securely for 90 days before disposition.

Airport Lost and Found <u>does not</u> take custody of items lost on-board aircraft, in for-hire vehicles (taxis, shuttles, Uber/Lyft), public busses, or rental cars. For items lost onboard an aircraft, please contact individual airlines. The Lost and Found does not store food items and are disposed of upon receipt.

Only critical items will be accepted by the Lost and Found office. Examples include Government-issued IDs, Passports, Baggage, jewelry, medication, medical devices, high-end electronics, legal documents, and military orders. Any other items accepted or released will be at management's discretion. Mon-critical items are donated to Goodwill after thirty (30) days.

Lost and found is open to retrieve items by appointment only:

Monday – Friday 7:30 AM - 11:00 AM Saturday & Sunday 8:00 AM – 11:00 AM

Contact Information:

Please allow up to 48 hours for a response.

Phone: (619) 400-2140

Email: lostandfound@san.org

To report a lost item, file an on-line form at: https://www.san.org/Services-Facilities/Lost-Found

Any tenant employees, contractors, volunteers, and Authority employees are now required to turn over lost property to the Lost and Found Office once daily between 2:00 PM – 3:00 PM. Call 619-400-2696 and notify the Airport Traffic Officers that lost property is being turned over.

How Are Found Items Claimed and Returned?

The Lost and Found staff will secure all found items and make every effort to research and locate potential owners. You may arrange for return of the items by:

- 1. Appointments must be made at least one hour in advance for confirmed items only, OR
- 2. Items may be shipped FedEx, at the owner's expense, Monday Saturday.



Mailbox Assignment

To acquire a mailbox at the airport, a Concessionaire will need to contact their respective Operations Manager in the Revenue Generation & Partnership Development Department to request the U.S. Post Office to assign a mailbox and provide a key to the Concessionaire.

The Operations Manager will fax or email the signatory page of the Concessionaire's lease agreement to the downtown Post Office, the signatory page is used as verification of the Concessionaire doing business at the airport.

The Post Office will send a mail carrier out to meet the Operations Manager to assign a mailbox. Once there is an assignment, the Concessionaire will receive an airport address along with a suite number. The Post Office will make a key and deliver it to the Operations Manager to distribute to the Concessionaire. Only 1 key is given to a Concessionaire. If a Concessionaire should misplace their mailbox key, the Concessionaire will need to contact the Post Office at (619) 232-8612 and pay a fee to obtain a replacement mailbox key.

Termination of a lease agreement and departure by a Concessionaire will require a Change of Address form to be completed and submitted to the Post Office with the return of any mailbox key.

Mailbox locations:

Administrative Building 3225 N. Harbor Dr. San Diego, CA 92101

Terminal 1 3665 N. Harbor Dr. San Diego, CA 92101

Terminal 2 3707 N. Harbor Dr. San Diego, CA 92101



Employee Parking - Ground Transportation

In order to allow employees to park at the employee lot, employers must submit to ACE Parking a list of all employees requiring passes.

Once approved by ACE, eligible employees can purchase quarterly proxy cards for \$90 each, or on a prorated basis at a cost of \$30 per month of the quarter. For example, a card purchased in January is \$90, February will be \$60, and March will be \$30. Please note that fees are subject to change.

There is a 10-day grace period at the end of each quarter to renew proxy cards. If not renewed during the grace period, cards will be deactivated.

Proxy cards are issued to one employee each and should not be used to let other people into the lot.

Cards are programmed to follow the In and Out pattern and will not work if used to let someone else into the lot. *Helpful hint*, keep parking cards away from SIDA badges or ID cards to keep them from getting demagnetized.

Employees are shuttled to and from the airport. Shuttle busses run 24 hours a day, approximately in 10-minute increments.

Employee Shuttle bus stops: Commuter Terminal, Terminal 1, and two stops at Terminal 2.

Ground Transportation Office Hours:

Daily: 7:30 AM -3:30 PM

ACE Parking Office Location:

The Parking office is located in the Terminal 2 parking lot, near the A1 section, on the second level of the USO building.

Physical Address:

3705 N. Harbor Drive, Suite 200 San Diego, CA 92101

Phone: (619) 291-1508



Airport Badging - Access Control Office

The Access Control Office (ACO) is responsible for the issuance of airport security identification badges to employees who work and require access to the San Diego International Airport (SDIA).

Individuals who work and require unescorted access to the Security Identification Display Area (SIDA) and Sterile Areas must possess an airport issued SAN ID badge. Badge issuance is limited to those individuals who have cleared the FBI-based Criminal History Records Check (CHRC) as well as the TSA-based Security Threat Assessment (STA) and have frequent and reoccurring need for access.

The documents to start the background investigation process for a SAN ID badge are provided below:

- 1. Application for STA with Privacy Act Notice
- 2. FBI Criminal History Records Check-Fingerprint Application
- 3. Access Investigation Form Section I
- 4. Access Investigation Form Section II

Schedule an appointment with the Access Control Office or walk in with the applicant.

- All initial badge appointment must have an Authorized Signatory present.
- Have applicant complete and print the required forms and documentation. All signatures must be in original ink (black or blue).
- Badge applicants or current badge holders must present two (2) forms of identification or documentation when applying for or renewing a SAN ID badge. See List of Acceptable Documents on the website.

<u>Note</u>: Required Identification and/or documentation must establish identity and employment eligibility.

Additionally, for fingerprint requirements, see Fingerprint Instructions on the website.

All application and forms can be found on the San Diego Airport website at: https://www.san.org/Airport-Authority/Aviation-Security-Public-Safety

Please contact the Access Control Office (ACO) at (619) 400-2765 or <u>acocustomerservice@san.org</u> for any further questions or information that you may need.

Physical Address:

3707 N. Harbor Drive San Diego, CA 92101 1st Floor, Terminal 2E

Mailing Address:

Access Control Office San Diego County Regional Airport Authority P.O. Box 82776 San Diego, CA 92138-2776



Badge Training

All SAN ID badge and Signatory training is conducted in person at the Aviation Security training room. The Aviation Security training room is located:

First floor, Terminal 2 East 3707 North Harbor Drive San Diego, CA 92101

Training room rules:

- A valid government issued picture ID is required to check into training.
 Note: All AOA /Movement drivers must have a valid driver's license to check into training.
- All new SAN ID badge applicants must have a copy of their clearance notification (hard copy or electronic) to check-into training.
 - Note: New concession employees must have a completed "Concession/Vendor employee certification" to check into training. New and re-current signatories must have a completed ASAT Designation form signed by their Senior Authorized Agent (Signatory) to check into training.
- All individuals must arrive on time to be accepted into training.
- Any individual arriving outside of the training module timeframes will not be accepted into training.
- Cell phone usage is not allowed in the training room.
- Note taking is not allowed.
- No food or drinks in the training room.

Scheduling appointments or joining the walk-in line (Training is walk-in only):

- Option 1: Go to www.san.org/Airport-Authority/Aviation-Security-Public-Safety/appointmentswalk-ins
- Option 2: Come to the Access Control Office (ACO) lobby and use the on-site kiosk
- Option 3: Download the Qless App to your phone
- Option 4: Use the QR Code below for the QLESS Home Kiosk



Option 5: Text keywords "SANACO" or "SAN ACO" to 619-389-2625 and follow the instructions (Walk-in Only)

<u>Note</u>: If you decide to cancel your appointment or leave the line, immediately follow the instructions you received when scheduling the appointment or joining the line.



FAQ (Frequently Asked Questions) for Badging

The Access Control Office (ACO) Hours:

Monday - Friday: 7:30 AM - 11:30 AM

Monday - Thursday: 1:30 PM - 4:00 PM

Closed Friday afternoons and holidays

Where is your office located?

The ACO is located on the First Floor, in Terminal 2 East: 3707 N. Harbor Drive San Diego, CA 92101

What is the cost to get a SAN ID badge?

There is a Fingerprint/security Threat Assessment fee required to receive your SAN ID badge. Here are the fees (subject to change) below:

New Badge Applicant: \$38.00

SAN ID Renewal: \$10.00 (Annual)

What if you lose your SAN ID badge?

You must stop its access immediately by calling the ACO (619-400-2765) or the Airport Operations Office (619-400-2710). You will be required to come to the ACO to replace your lost SAN ID badge.

How much does it cost to replace a lost badge?

SIDA badge: \$75.00 Sterile badge: \$15.00

Payment must be cash, money order, company check, or cashier's check. Badge fees are subject to

change.

What is required to renew your SAN ID badge?

- 1. Complete the Application for STA with Privacy Act form (if required)
- 2. Complete the Renewal Application for SAN ID Badge
- 3. Provide two forms of ID (see List of Acceptable Documents)

Who can schedule an appointment for initial badging?

Only Authorized Agents can make appointments. SAN ID badge holders can make appointments for renewal of their badge only.

When can you renew your SAN ID badge?

You can renew your SAN ID badge the month before or current month of expiration.

How long do you have to renew your SAN ID badge once it expires?

You have 30 days to renew your SAN ID badge once it expires. If your badge has not been renewed within that 30-day period, you will be required to start the badge process again (required fees apply).



What if your employment ends at the airport and you no longer require access?

If your employment ends at the airport for any reason, you must promptly return your SAN ID badge to your employer or the ACO.

May I work with multiple companies at the airport?

Yes. There will be a separate badge process for each company. Fees may apply.

Where does my SAN ID badge allow access?

Access is given per operational need. Your airline/company will show you the doors that you are authorized to access.

What happens if you forget your SAN ID badge?

If you report to work without your SAN ID badge, you will be unable to access the SIDA/Sterile areas. No temporary or visitor badge will be issued.



Fire Safety & Equipment Extinguishing Systems

Alternative Automatic Fire-Extinguishing Systems Fire Code 904.12.1

Portable fire extinguishers for commercial cooking equipment

Portable fire extinguishers shall be provided within a 30-foot (9144 mm) distance of travel from commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable, or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Fire Code, as applicable and must be inspected annually.

Portable fire extinguishers for solid fuel cooking appliances

All solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 904.12.5.

Class K portable fire extinguishers for deep fat fryers

When hazard areas include deep fat fryers, listed Class K portable fire extinguishers shall be provided as follows:

- 1. For up to four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: one Class K portable fire extinguisher of a minimum 1.5-gallon (6L) capacity.
- 2. For every additional group of four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: one additional Class K portable fire extinguisher of a minimum 1.5-gallon (6 L) capacity shall be provided.
- 3. For individual fryers exceeding 6 square feet (0.55 m2) in surface area: Class K portable fire extinguishers shall be installed in accordance with the extinguisher manufacturer's recommendations.

Operations and Maintenance Code

- Portable fire extinguishers for commercial cooking equipment must be inspected annually.
- Existing automatic fire-extinguishing systems where changes in the cooking media, positioning of
 cooking equipment or replacement of cooking equipment occur in existing commercial cooking
 systems, the automatic fire- extinguishing system shall be required to comply with the applicable
 provisions of Fire Code.
- Automatic (Ansul) fire-extinguishing systems shall be serviced at least every six months and after
 activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection
 shall be forwarded to the fire code official upon completion.



Prohibited Items

The following procedures must be adhered to for any kind of knife, box cutter, tool, or other items prohibited by the TSA.

Prohibited items fall into two (2) categories (Sharp Objects and Tools). Examples can be found below; HOWEVER, this is not limited or restricted to these items shown below:

| Sharp Objects | Tools |
|--|--|
| Knives (except for plastic and/or round bladed | Drills and Drill bits; including portable power drills |
| butter knives) | |
| Meat Cleavers | Tools greater than seven (7) inches in length |
| Blades | Screwdrivers/Wrenches/Pliers |
| Scissors pointed tips and blades greater than four | Saws; including portable power saws |
| (4) inches from the fulcrum) | |
| Box Cutters | Crowbars |
| Razor type blades, Utility Knives | Hammers |
| Ice Axes/Ice Picks | Axes and Hatchets |

All Concessions/Lounges operating in the Sterile Area at San Diego International Airport must adhere to the TSA Security Prohibited Items Policy and comply with current regulations. Any Concessionaire found in violation of the prohibited policy will be subject to fines and or suspensions.

Prohibited Item Procedures:

- Any changes in the number of Prohibited Items must be documented on the company's Prohibited Inventory List.
- All Prohibited Items must be brought in through the Airfield Operation Area and not through the Checkpoint accompanied by a prohibited items inventory list.
- Concessionaire is responsible to secure Prohibited Items which are job-related and allowed to be brought into the Sterile/Restricted Area for performing job.
- All items should be visibly labeled for accountability purposes. Best practice is to engrave the blade or the handle.
- All items must be accounted for at all times.
- All items must be stored in a locked container (safe, cabinet, and drawer) or office
- The Manager or Designated individual opening the location at the start of the business day should be the only individual who must inventory these items and issue the items at the start of the day and every four hours thereafter.
- At the close of the business day, the Manager of Designated individual must collect the Prohibited Items and account for them being returned and enter into the AVSEC inventory system.

The Prohibited Items Log must be posted and completed at the beginning and end of each business day. Each location must start a new Prohibited Items Log at the beginning of each month.

The Prohibited Items Log must be turned in to the AVSEC CERC's no later than the 5th of the following month to rmtorres@san.org, btorres@san.org, or opaz@san.org.



Enforcement

Aviation Security Personnel (AVSEC) will conduct monthly audits of Concessions operating in the Sterile Area to ensure that they are in compliance with all applicable regulations.

Audit points include, but are not limited to, the following:

- Prohibited Items Log will be checked to ensure it is properly completed.
- Inventory Log will be checked to ensure all items are accounted for.
- Audits will ensure that Concessions are not selling Prohibited Items to the travelling public and that items in use are not accessible to passengers.

Each store's management/supervisors/employees will be held responsible for any violations of the above-described policy.

Any violations to the above Prohibited Items procedures will be documented and subject to monetary penalties and possible ID suspension.

Schedule of Liquidated Damages

| Violations | Schedule of Liquidated Damages |
|---|-----------------------------------|
| Failure to comply with: | \$250.00 - First occurrence |
| Concession Operating Standards, | \$500.00 - Second occurrence |
| including, but not limited to: | \$1,000.00 - Third occurrence and |
| Premises Standards | subsequent occurrences. |
| Customer Service Standards | |
| Hours of Operation | |
| Delivery & Distribution Standards | |
| Signage Standards | |
| Storage Standards | |
| Pricing Standards | |
| Janitorial Standards | |
| Environmental Standards | |
| Integrated Pest Management | |
| ■ Maintenance requirements that do not | |
| impact life/safety | |
| Reporting requirements, including: | |
| Weekly Reporting | |
| Monthly Reporting | |
| Annual Reporting | |
| Capital Expenditures | |
| Pricing Standards | |



| Failure to comply with maintenance |
|--------------------------------------|
| requirements that impact life/safety |

Life safety is the elements designed to protect the building and its occupants during a fire or emergency situation.

The concession will not be permitted to open.

Reimbursement of the cost of making the repairs if they are undertaken by the Authority.

The specified liquidated damage amounts are in addition to, and not in lieu of, any other charge or amount that may be due for the conduct giving rise to the violation. Without limiting the generality of the foregoing, this includes late fees and interest as well as fines set forth in the SDCRAA Regulations.