



**Maryland Aviation Administration**

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**(NAME OF CONTRACTOR)**

**LEASE CONTRACT**

**MAA-LC-00-000**

**FOR LEASE OF SPACE AND FACILITIES**

**AT**

**MARTIN STATE AIRPORT**

**TABLE OF CONTENTS**

**SPECIAL PROVISIONS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
<b>I.</b> RECITALS .....	1
<b>II.</b> LEASED PREMISES .....	1
<b>III.</b> TERM .....	2
<b>IV.</b> RENT .....	2
<b>V.</b> METHOD OF PAYMENT .....	3
<b>VI.</b> CUSTODIAL SERVICE .....	3
<b>VII.</b> USES BY CONTRACTOR .....	3
<b>VIII.</b> INSTALLATIONS BY ADMINISTRATION AND CONTRACTOR .....	3
<b>IX.</b> OBLIGATIONS OF CONTRACTOR .....	4
<b>X.</b> INSURANCE.....	4
<b>XI.</b> DAMAGE OR DESTRUCTION OF PREMISES .....	10
<b>XII.</b> DEFAULT .....	11
<b>XIII.</b> REPAIR AND MAINTENANCE OF LEASED PREMISES.....	13
<b>XIV.</b> RIGHT OF RELOCATION.....	14
<b>XV.</b> PERFORMANCE GUARANTEE BOND .....	15
<b>XVI.</b> TAXES AND ASSESSMENTS .....	15
<b>XVII.</b> GENERAL PROVISIONS .....	15

**ATTACHMENTS**

Exhibit Drawing(s)  
Lease and/or Concession Contracts  
    General Provisions  
Tenant Directive 401.1 for Martin State Airport  
Contract Affidavit Form

**MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND AVIATION ADMINISTRATION**

**LEASE CONTRACT  
FOR SPACE AND FACILITIES  
AT MARTIN STATE AIRPORT**

**THIS LEASE CONTRACT** (hereinafter referred to as “Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2008, by and between the Maryland Aviation Administration of the Maryland Department of Transportation (hereinafter referred to as “Administration”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**WHEREAS**, the State of Maryland owns Martin State Airport (hereinafter referred to as “Airport”), located in Baltimore County, Maryland; and

**WHEREAS**, Administration operates and manages the Airport for the accommodation, promotion, and development of air commerce and air transportation within the State of Maryland and adjoining areas; and

**WHEREAS**, Contractor desires to lease Building Space at the Airport from Administration;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations to be performed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the Contract as follows:

**ARTICLE I**

**RECITALS**

The premises set forth above are hereby made a part of this Contract.

**ARTICLE II**

**LEASED PREMISES**

Administration hereby leases to Contractor and Contractor hereby accepts and leases from Administration the following Building Space (hereinafter referred to as “Leased Premises”), as more particularly shown on attached Exhibit(s) \_\_\_\_\_, which is (are) made a part hereof:

**CONTRACT NO. MAA-LC-**

In the event of any remeasurement of the Leased Premises which may occur after execution of this Contract by Administration and Contractor, no adjustment shall be made unless such remeasurement discloses a discrepancy in excess of five percent (5%) more or less than the number of square feet leased as referenced herein using the Administration's measurement methodology. Contractor shall have the right to request such remeasurement no more than once during the term of this Contract.

### **ARTICLE III**

#### **TERM**

This Contract shall be for a term of \_\_\_\_\_ ( ) years, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, subject to earlier termination as hereinafter provided in Article XII, or upon thirty (30) days prior written notice by either party, without the necessity of showing any cause therefor.

### **ARTICLE IV**

#### **RENT**

Contractor shall pay rent to Administration in accordance with those rental rates as set forth in the current Martin State Airport Tenant Directive 401.1, entitled "Standard Rates and Fees at Martin State Airport" (copy attached hereto and incorporated by reference herein), and all future revisions thereto for the period that this Contract is in effect. In accordance with the current Tenant Directive 401.1, the following are the applicable rental rates as of Contract commencement for the Leased Premises:

\_\_\_\_ square feet of

The aforementioned rental rates may be adjusted during the term hereof in accordance with the then current Tenant Directive 401.1.

### **ARTICLE V**

#### **METHOD OF PAYMENT**

Rent shall be prorated on a quarterly basis and paid in advance by Contractor without demand prior to the last day of each calendar quarter (March, June, September and December).

Contractor may be assessed a late fee at the rate of one and one quarter percent (1.25%) per month of the amount owed to Administration if payments due under this Contract are not paid when due.

**ARTICLE VI**  
**CUSTODIAL SERVICE**

Contractor is responsible for providing the janitorial services necessary to maintain cleanliness of the Leased Premises. Contractor is responsible for placing all trash and debris in covered outside trash containers. Administration shall provide janitorial and cleaning services to public areas at the Airport.

**ARTICLE VII**  
**USES BY CONTRACTOR**

Contractor shall have the following rights in and uses of the Leased Premises and Airport facilities, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

- A. To use the Leased Premises solely as a business office for \_\_\_\_\_.
- B. To install, operate and store, at the Leased Premises, office furniture and/or equipment which is related to the activities conducted by Contractor at the Airport.
- C. To use public Airport facilities in common with others authorized to do so, which right shall be exercised in accordance with the laws of the United States of America and the State of Maryland, and the rules and regulations of the Administration.

**ARTICLE VIII**  
**INSTALLATIONS BY ADMINISTRATION AND CONTRACTOR**

- A. Administration shall provide heat, light, electricity, and air-conditioning in the Leased Premises.
- B. Contractor shall be responsible for all equipment, furniture, trade fixtures and cabinets necessary to the proper conduct of Contractor's business. Any such equipment, furniture, trade fixtures and cabinets furnished by Contractor shall conform to the general decor of the Leased Premises and surrounding area.
- C. Contractor shall make fixed installations or improvements only after securing the written approval of Administration and shall not operate any devices within the Leased Premises

which cause interference with the navigational or communication facilities of the Air Traffic Control Tower or other users or Tenants of the Airport.

## **ARTICLE IX**

### **OBLIGATIONS OF CONTRACTOR**

Contractor shall conduct its activities at the Airport in a first-class manner and shall keep the Leased Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to Administration. Contractor shall acquire and maintain any necessary permits and licenses at its own expense.

## **ARTICLE X**

### **INSURANCE**

- A.** Contractor shall be responsible for indemnifying the Administration, the State of Maryland, the Maryland Department of Transportation, and their authorized officers, directors, agents, employees, volunteers, and representatives for any and all operations authorized under this Contract and as set for the elsewhere in this Contract.
- B.** Contractor shall, at its own cost and expense, purchase or acquire and carry in effect, through the Term of this Contract, a policy or policies of insurance, with a reputable insurance company that is financially sound and authorized to conduct business in the State of Maryland and upon whom process in any suit or action or other proceeding in the courts of the State of Maryland or of the United States may be served, insuring Contractor against all liability, subject to policy terms, conditions and exclusions, for injuries to persons (including wrongful death) and damages to property caused by Contractor's use and occupancy of the Leased Premises or otherwise caused by Contractor's activities and operations on said Leased Premises or elsewhere at the Airport, the policy limits thereof to be in the minimum(s), which may be increased by the Administration as deemed necessary, as set forth below. Said levels of insurance are to cover claims arising in connection with this Contract and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities undertaken by the Contractor.
  - 1. Commercial General Liability Insurance.  
Contractor shall maintain commercial general liability (CGL) and, if necessary,

commercial umbrella insurance.

- a. The CGL insurance and, if necessary, commercial umbrella insurance shall be a limit of not less than One Million Dollars (\$1,000,000) for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
- b. The CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover, but not be limited to, liability arising from Premises, Operations, Independent Contractors, Products Completed Operations, Personal Injury and Advertising Injury, and liability assumed under an insured contract.
- c. The CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Administration. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. If the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- d. Waiver of Subrogation. Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the Administration and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance obtained by Contractor pursuant to this Contract.

2. Commercial Automobile Liability Insurance.

- a. Contractor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) for each accident.
- b. Such insurance shall cover liability arising out of any auto.
- c. Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, or CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability

coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- d. Waiver of Subrogation. Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the Administration and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by the Contractor pursuant to by this Contract or under any applicable auto physical damage coverage.

3. Workers' Compensation and Employer's Liability Insurance.

Contractor shall maintain workers' compensation and employer's liability insurance.

- a. Workers' Compensation. Coverage shall be at statutory limits as required by the laws of the State of Maryland.
- b. Employer's Liability. The commercial umbrella and/or employer's liability limits shall not be less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident or Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease.
- c. Waiver of Subrogation. Contractor waives all rights against the State of Maryland, the Maryland Department of Transportation, the Administration and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to effect this waiver.

4. Commercial Property Insurance.

Contractor shall maintain all-risk property insurance covering the full value and full replacement cost of Contractor's property and Contractor's improvements and betterments at the Leased Premises.



- C. For those insurance companies subject to A.M. Best's ratings, they shall have an A.M. Best's rating of A- or better and a financial size category of VII or better. For those insurance companies not subject to A.M. Best's ratings, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Administration with such approval not to be unreasonably withheld.
- D. Insurance shall be written on an occurrence, not claims made basis.
- E. Required Endorsements.
1. Additional Insureds Endorsement. All policies, except workers' compensation, shall be endorsed to identify the State of Maryland, the Maryland Department of Transportation, the Administration, and their authorized officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Administration in accordance with Paragraph F. Evidence of Insurance.
  2. Cancellation, Material Changes, or Non-Renewal Endorsement. All policies shall be endorsed to provide the Administration with at least thirty (30) days, or ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Administration in accordance with Paragraph F. Evidence of Insurance.
  3. WC 00 03 13 Endorsement. An endorsement equivalent to WC 00 03 13 is required to effect the waiver of subrogation requirement for workers' compensation and employer's liability. A policy endorsement evidencing same must be provided to the Administration in accordance with Paragraph F. Evidence of Insurance.
- F. Evidence of Insurance.
1. Prior to the commencement of this Contract, unless otherwise specifically authorized by the Administration in writing, and at least annually thereafter, and as soon as possible after renewal but no later than five (5) business days after said renewal, the Contractor agrees to furnish the Administration with certificate(s) of

insurance and the required endorsement(s) referenced herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Contract.

- a. Each certificate of insurance shall provide for thirty (30) days written notice to the Administration prior to the cancellation, non-renewal, or material change of any insurance referred to herein.
- b. Certificate(s) of insurance shall indicate at a minimum; the type, kind, and amount of insurance in effect, the period of the policies, the Contract Number of this Contract, and any applicable additional insured statement as referred to herein.
- c. Certificate(s) of insurance shall be issued to:

**Maryland Aviation Administration  
Office of Commercial Management  
Third Floor, Terminal Building  
P.O. Box 8766  
BWI Airport MD 21240-0766**

2. Administration reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from Contractor, evidencing the coverage required herein, upon written demand. Contractor shall provide certified copies of all insurance policies required within ten (10) business days of the Administration's written request for said copies. The Administration shall deem such information confidential commercial and/or confidential financial. All policies and declaration pages shall be returned to the Contractor upon review and acceptance by the Administration.

**G.** In no event will any insurance referred to herein be cancelled by the Contractor without the prior written consent of the Administration.

**H.** The failure of Administration, at any time or from time to time, to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Administration harmless

with respect to any items of injury or damage covered by this Contract.

- I. Failure to maintain the insurance required by this Contract shall be the basis for immediate termination of this Contract at Administration's option.
- J. No Representation of Coverage Adequacy. By requiring insurance herein, the Administration does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the Administration in this Contract.
- K. As indicated above, Contractor may use commercial umbrella liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.
- L. Administration reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Administration's reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Administration's interest.
- M. Incidents. To the extent of Contractor's knowledge, Contractor shall send a written report to the Administration within twenty-four (24) hours or as soon as possible, but no more than four (4) business days, of Contractor's receipt of any knowledge of any accident or other event arising in any manner from the performance of the Contract, which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to:

**Maryland Aviation Administration  
Airport Safety Section  
Third Floor, Terminal Building  
P.O. Box 8766  
BWI Airport MD 21240-0766**

#### ARTICLE XI

#### DAMAGE OR DESTRUCTION OF PREMISES

- A. Partial Damage  
If all or any portion of the Leased Premises is partially damaged by fire, explosion, the elements, act(s) of war or terrorism, or other casualty, but not rendered untenable, the same will be repaired with due diligence by the Administration at its own cost and

expense, and there shall be no abatement of Contractor payments, provided, however, that if the damage is caused by the act or omission of Contractor, its agents, employees, contractors, subcontractors, or assigns, Contractor shall be responsible at its expense for making the necessary repairs as approved by the Administration. If the Contractor fails to make the necessary repairs in a timely manner as determined by the Administration, then Administration may, at its option, cause such repairs to be completed and then Contractor shall reimburse the Administration for the costs and expenses incurred in such repair, plus a twenty-five percent (25%) administrative fee.

**B. Extensive Damage**

If damages referred to in Article XI.A. above shall be so extensive as to render part or all of the Leased Premises untenable, but capable of being repaired in one hundred and twenty (120) days, the same shall be repaired with due diligence by the Administration at its own cost and expense, and the Contractor's payments payable herein shall abate, in proportion to the portion of the Leased Premises rendered untenable, from the time of such damage until such time as the Leased Premises are fully restored and certified by the Administration's engineers as ready for occupancy provided, however, that if said damage is caused by the act or omission of Contractor, its agents, employees, contractors, subcontractors, or assigns, the Contractor shall be responsible, at its expense, for making the necessary repairs as approved by the Administration. If the Contractor fails to make the necessary repairs in a timely manner as determined by the Administration, then Contractor shall reimburse the Administration for the costs and expenses incurred in such repair, plus a twenty-five percent (25%) administrative fee.

**C. Complete Destruction**

1. In the event the Leased Premises are completely destroyed by fire, explosion, the elements, act(s) of war or terrorism, or other casualty or so damaged that they are untenable and cannot be replaced except after more than one hundred and twenty (120) days, the Administration shall be under no obligation to repair, replace, and reconstruct said Leased Premises and Contractor payments shall abate as of the time of such damage or destruction and shall henceforth cease until such time as said Leased Premises are fully restored, or until Administration

provides substitute facilities, acceptable to Contractor, for use by Contractor. If within twelve (12) months after the time of such damage or destruction said Leased Premises have not been repaired or reconstructed, and Administration has not supplied substitute facilities, acceptable to Contractor, Contractor may give the Administration written notice of its intention to cancel this Contract in its entirety as of the date of such damage or destruction.

2. Notwithstanding the foregoing, if said Leased Premises are completely destroyed as a result of the act or omission of Contractor or its agents, employees, contractors, subcontractors, or assigns, rent and other fees, if applicable, for such Leased Premises shall not abate and the Administration may, in its discretion, require Contractor to repair and reconstruct said Leased Premises within twelve (12) months of such destruction and pay the costs therefor; or the Administration may repair and reconstruct said Leased Premises within twelve (12) months of such destruction and Contractor shall be responsible for reimbursing the Administration for the costs and expenses incurred in such repair, plus a twenty-five percent (25%) administrative fee.

## **ARTICLE XII**

### **DEFAULT**

- A. Default. Each of the following shall be deemed an event of default by Contractor and a breach of this Contract:
  1. The filing of a petition by or against Contractor for adjudication as a bankrupt, or for reorganization, or for arrangement under any bankruptcy act.
  2. The commencement of any action or proceeding for the appointment of a receiver or trustee of the property of Contractor.
  3. The making by Contractor of an assignment for the benefit of creditors.
  4. The suspension of business by Contractor or any act by Contractor amounting to a business failure.
  5. The filing of a tax lien against any property of Contractor.
  6. Abandonment of the Leased Premises.
  7. A failure by Contractor in the performance of any other term, covenant,

agreement or condition of this Contract on the part of Contractor to be performed.

8. Failure by Contractor to pay the rental payments required by the terms of this Contract.
9. The conduct by Contractor of business activities at the Airport, which have not been approved in writing by the Administration.

**B.** Administration's Right Upon Contractor's Default. In addition to any other termination rights set forth in this Contract, Administration, upon failure of Contractor to cure any event of default by Contractor under the terms and conditions of this Contract within fifteen (15) days after receipt of written notice thereof from Administration, may:

1. Immediately or at any time thereafter, without further notice to Contractor, enter the Leased Premises without terminating this Contract and do any and all acts as Administration may deem necessary, proper or convenient to cure such default, for the account and at the expense of Contractor, and Contractor agrees to pay Administration, upon demand, all damage and/or expense incurred by Administration in so doing, or
2. Terminate Contractor's right to possession of the Leased Premises and/or terminate this Contract, with or without legal process, take possession of the Leased Premises and remove Contractor, any occupant and any property therefrom, using such force as may be necessary, without being guilty of trespass and without relinquishing any rights of Administration against Contractor. Administration shall be entitled to recover damages from Contractor in an amount equal to the amount herein covenanted to be paid as rent, together with (a) all reasonable expenses of any proceedings (including, but not limited to, legal expenses and attorney's fees) which may be necessary in order for Administration to recover possession of the Leased Premises, and (b) the reasonable expenses of the re-renting of the Leased Premises (including, but not limited to, any commissions paid to any real estate agent, advertising expense and the cost of such alterations, repairs, replacements and decoration or re-decoration as Administration in its sole judgment considers advisable and necessary for the purpose of re-renting the Leased Premises); provided, however, that there shall be

credited against the amount of such damages amounts received by Administration from such re-renting of the Leased Premises for the remainder of the term hereunder. Administration shall in no event be liable in any way whatsoever for failure to so re-rent the Leased Premises or, in the event that the Leased Premises are re-rented, for failure after reasonable efforts to collect the rent thereof under such re-renting. No act or thing done by Administration shall be deemed to be an acceptance of a surrender of the Leased Premises unless Administration shall execute a written agreement of surrender with Contractor. Contractor's liability hereunder shall not be terminated by the execution of a new lease of the Leased Premises by Administration. Contractor agrees to pay to Administration, upon demand, the amount of damages herein provided after the amount of such damages for any month shall have been ascertained; provided, however, that any expenses incurred by Administration shall be deemed to be a part of the damages for the month in which they were incurred. Separate actions may be taken each month or at other times by Administration against Contractor to recover the damages then due, without waiting until the end of the term of this Contract to determine the aggregate amount of such damages. Contractor hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Contractor being evicted or being dispossessed for any cause, or in the event of Administration obtaining possession of the Leased Premises by reason of the violation by Contractor of any of the covenants and conditions of this Contract.

### **ARTICLE XIII**

#### **REPAIR AND MAINTENANCE OF LEASED PREMISES**

Administration shall be responsible for structural maintenance of the Leased Premises to include repair of Administration-installed roofing; exterior and interior walls, and ceilings; flooring; exterior and interior windows, doors and associated hardware; and plumbing and electrical fixtures, unless damage to any of these results from improper operation, misuse, abuse or negligence on the part of Contractor or its agents, employees, contractors, subcontractors or assigns, or as a result of alterations when such are made by Contractor, its agents, employees,

contractors, subcontractors or assigns, whether approved or not approved by Administration.

Contractor shall repair damage to the Leased Premises in a timely manner when such damage results from improper operation, misuse, abuse or negligence on the part of Contractor or its agents, employees, contractors, subcontractors, or assigns, or when such damage results from alterations performed by Contractor or its agents, employees, contractors, subcontractors, or assigns, whether or not the alterations were approved by Administration. If said repairs are not undertaken by Contractor within ten (10) days after receipt of Administration's written notice, Administration shall have the right to enter the Leased Premises and perform the necessary maintenance, the cost of which plus a twenty-five percent (25%) administrative fee shall be paid by Contractor.

Whenever Contractor plans to engage a building maintenance company for the purpose of effecting repairs or modifications to the Leased Premises, Contractor shall follow Administration's established permit procedures and Administration reserves the right to disapprove said company if there is reason to believe the company's performance will be unsatisfactory. Such work will be inspected and must be approved by Administration prior to release of Contractor from responsibility for damages.

#### **ARTICLE XIV**

##### **RIGHT OF RELOCATION**

Administration shall have the right, at its expense, during the term hereof, to relocate Contractor from the Leased Premises, to a comparable area on the Airport. The Administration shall give Contractor a written notice of relocation of the said Leased Premises at least thirty (30) days prior to the effective date of relocation.

#### **ARTICLE XV**

##### **PERFORMANCE GUARANTEE BOND**

- A. In the event Contractor's annual payments due to the Administration exceed one hundred thousand dollars (\$100,000) under this Contract, or if Contractor fails to pay rent or other payments due to the Administration on a timely basis, then, in addition to any other remedies set forth herein, Administration may require Contractor to execute and deliver to the Administration, by no later than 30 days after Administration's notice, a performance bond in the amount of one-fourth (25%) of the amounts reasonably



estimated to be invoiced to Contractor by the Administration for the current Contract Year. In such event, Contractor shall maintain such performance bond for such period of time as the Administration may require and the following shall be applicable.

1. The amount of the said performance bond shall be subject to adjustment as the end of each Contract Year. Upon the written notification of the Administration, Contractor shall modify the amount of the performance bond to a dollar amount equal to one-fourth (25%) of the amounts reasonably estimated to be invoiced to the Contractor by the Administration during the current Contract Year.
2. The performance bond assures performance of the Contractor's obligations under this Contract and the payment to Administration of all required rents and fees, and shall be subject to claim in full or in part by the Administration in the event of failure by the Contractor to fully perform its obligations under this Contract.
3. The performance bond may be issued for a one (1) year period, provided, however that evidence of renewal or replacement of the said bond must be submitted annually by the Contractor to the Administration at least sixty (60) days prior to the expiration date of the bond. The performance bond shall contain language that the surety company shall notify the Administration in writing within fifteen (15) days of a determination that the performance bond is to be terminated, or is not going to be renewed.
4. Contractor may substitute in place of a performance bond an irrevocable letter of credit acceptable to the Administration and the Attorney General of Maryland from a financial institution approved by the Maryland State Treasurer.
5. The surety, or sureties, upon the required performance bond shall be a corporate surety, or sureties, authorized to do business in the State of Maryland by the Maryland Insurance Administration and the Maryland Department of Assessments and Taxation.

If the Administration chooses to draw upon the Performance Guarantee, it shall be the obligation of the Contractor to replenish the Performance Guarantee to the originally contracted level within sixty (60) days of such draw down by the Administration. Failure to do so shall constitute a default under this Contract.

## **ARTICLE XVI**

### **TAXES AND ASSESSMENTS**

The Contractor shall pay all taxes or assessments which, at any time during the term of this Contract, may become due and payable upon the demised premises, any building or improvements now or hereafter constructed and maintenance thereon during the term of this Contract, the Administration's fee simple interest therein, Contractor's leasehold estate therein or upon this Contract or its effect. Contractor shall make such reimbursement or payment whether any of the foregoing are created by statute, charter, ordinance, regulation or other requirements or imposed under or by virtue of any present or future law of any governmental authority, federal, State, county, city, municipal or otherwise.

## **ARTICLE XVII**

### **GENERAL PROVISIONS**

This Contract is subject to the terms and conditions identified on the attachment entitled "Lease and/or Concession Contracts - General Provisions," which is attached hereto and incorporated by reference herein. In the event of a conflict between the foregoing Special Provisions and the attached General Provisions, the foregoing Special Provisions shall govern.

