



Vermont Agency of Transportation

219 North Main Street, Barre, VT 05641

<https://vtrans.vermont.gov/contact-us>

Request for Letters of Interest

Rutland-Southern Vermont Regional Airport Restaurant Opportunity

RLI Schedule	Deadlines
Issue Date	Thursday, 6/18/2026
Optional Site Visit	Monday, 6/22/2026 through Monday 7/13/2026. No tours on weekends. (Prior to LOI due date and time)
Letter of Interest Due	Monday, 7/13/2026, 3:00 PM (EST)
Notification of Shortlist	Tuesday, 7/14/2026
Shortlisted Contractors provide Business Plan/ More Detailed Information	Tuesday, 7/28/2026 3:00 PM (EST)
Selection of Awarded Vendor	Thursday, 7/30/2026
Lease Finalization & Move In	August 2026
Anticipated Start Date	September or October 2026 (based on lease execution)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDA ASSOCIATED WITH THIS REQUEST FOR LETTERS OF INTEREST (RLI) WILL BE POSTED AT: [Contracts for Services | Agency of Transportation](#)

The State will make no attempt to contact interested parties with updated information. It is the responsibility of each party to periodically check the above webpage for any and all notifications, releases and addendums associated with this RLI.

STATE POINT OF CONTACT (POC): Sari Tiersch & Scott Krumm
E-MAIL: AOT.CAServices@vermont.gov

VTrans' POC is the only authorized individual to discuss this RLI and will only communicate with the Party's Authorized Representative. All communications with VTrans about this RLI shall be in writing via email. To be considered an official communication, the subject line of any email communication shall start with: **Rutland-Southern Vermont Regional Airport Restaurant Opportunity.**

1. **General Overview:** The Vermont Agency of Transportation, Aviation Program is requesting Letter of Interests (LOI) from entities (Interested Parties) interested in operating a family friendly restaurant at the Rutland-Southern Vermont Regional Airport located at 1002 Airport Road, North Clarendon, VT 05759. The process is outlined in the table above.

Don't miss the chance to lease one of the most unique restaurant spaces in Vermont. This space is positioned on the second floor of the commercial passenger terminal building overlooking the gorgeous green mountains and aircraft apron. The terminal welcomes approximately 10,000 passengers through its door every year, with a busy general aviation and private aviation presence, and strong support of the local community. Preferred hours for restaurant operations include at least 5 days a week with breakfast and lunch service. The airport is looking for an operator who can open during the start of summer 2026. To view a sample/draft lease, see Exhibit C.

2. **Site Description:** Total lease price is \$293.60/ month (.80 cents/ sq ft) for the 367 sq ft. commercial kitchen fully equipped with appliances and storage space. The tenant is responsible for the cost of trash, recycling, composting, electric, and propane in the kitchen. The airport covers water, building heat, and A/C. The space and appliances are leased as-is. Any tenant paid-for renovations or improvements to the lease space are welcomed and need prior approval by the State of Vermont Aviation Program. See Exhibits A and B.
3. **Optional Site Visit:** For those interested in visiting the site prior to submitting a LOI, you may do so at any time during the following business hours, which are Monday through Friday, 7:30 am to 3:30 pm. The airport is located at 1002 Airport Road, North Clarendon, Vermont 05759. Please call Nicoletta Salvatore at (802) 498-8708 to confirm the time of your arrival. **24-hour notice is preferred but not required.**
4. **Shortlisting:** VTrans intends to shortlist responsive contractors to participate in the final phase which is submittal of business plans and award. Shortlisting will be based on evaluation of each Interested Parties, Letter of Interest as outlined below in section 5.
5. **Letter of Interest Criteria & Evaluation:** The Agency will determine shortlisting for this opportunity based on an evaluation of the submission of the Letter of Interest which must include the following. *Selection will be based on the Best Value to the State, considering experience, capabilities and concept.*

- a. A statement that the interested party desires to be shortlisted to bid for the subject project.
- b. A statement that the interested part is financially stable and able to commit to full participation in the restaurant service as outlined in their business plan.
- c. Identification of all points of contact, including full name, title, e-mail, phone number and proposed responsibilities for the restaurant.
- d. Provide a general overview of the interested parties' restaurant concept to include suggested days and hours of operation.
- e. Anticipated number of weeks after award that restaurant will be open and ready to provide services
- f. Provide past restaurant experience and/or experience owning a business
- g. Provide 3 references that can speak to their direct experience with your prior establishments or other work experience.

Submission: Interested parties shall submit a Letter of Interest (PDF or Word via email to the POC and by the due date set forth on the first page of this RLI. Such submission shall use the subject line **Rutland-Southern Vermont Regional Airport Restaurant Opportunity - LOI** submission for (*Insert Interested party name*) and must include appropriate contact information and responses to items a-g outlined in Section 5, Letter of Interest Criteria and Evaluation.

6. **Vermont Access to Public Records Act:** LOI submitted to VTrans become the property of VTrans and are subject to the disclosure requirements of the Vermont Access to Public Records Act (1 V.S.A. § 315 - 320) ("Act") including any and all related costs that may be charged and collected relevant to a request under the Act. Interested parties are advised to familiarize themselves with the Act and to take appropriate action to minimize the risk. Interested parties may also be subject to [Freedom of Information Act \(FOIA\)](#). Federal agencies are required to disclose any information requested under the FOIA unless it falls under one of nine exemptions which protect interests such as personal privacy, national security, and law enforcement. In no event shall the State, the Secretary, or VTrans be liable for the disclosure of all or a portion of a LOI submitted to VTrans.

Exhibits Attached:

Exhibit A: Kitchen Layout

Exhibit B: State-Owned Kitchen Equipment List

Exhibit C: General Conditions for Tenants of State-Owned Structures

Exhibit D: Sample/Draft Lease

EXHIBIT A – KITCHEN AND COUNTER AREA LAYOUT AND SQUARE FOOTAGE

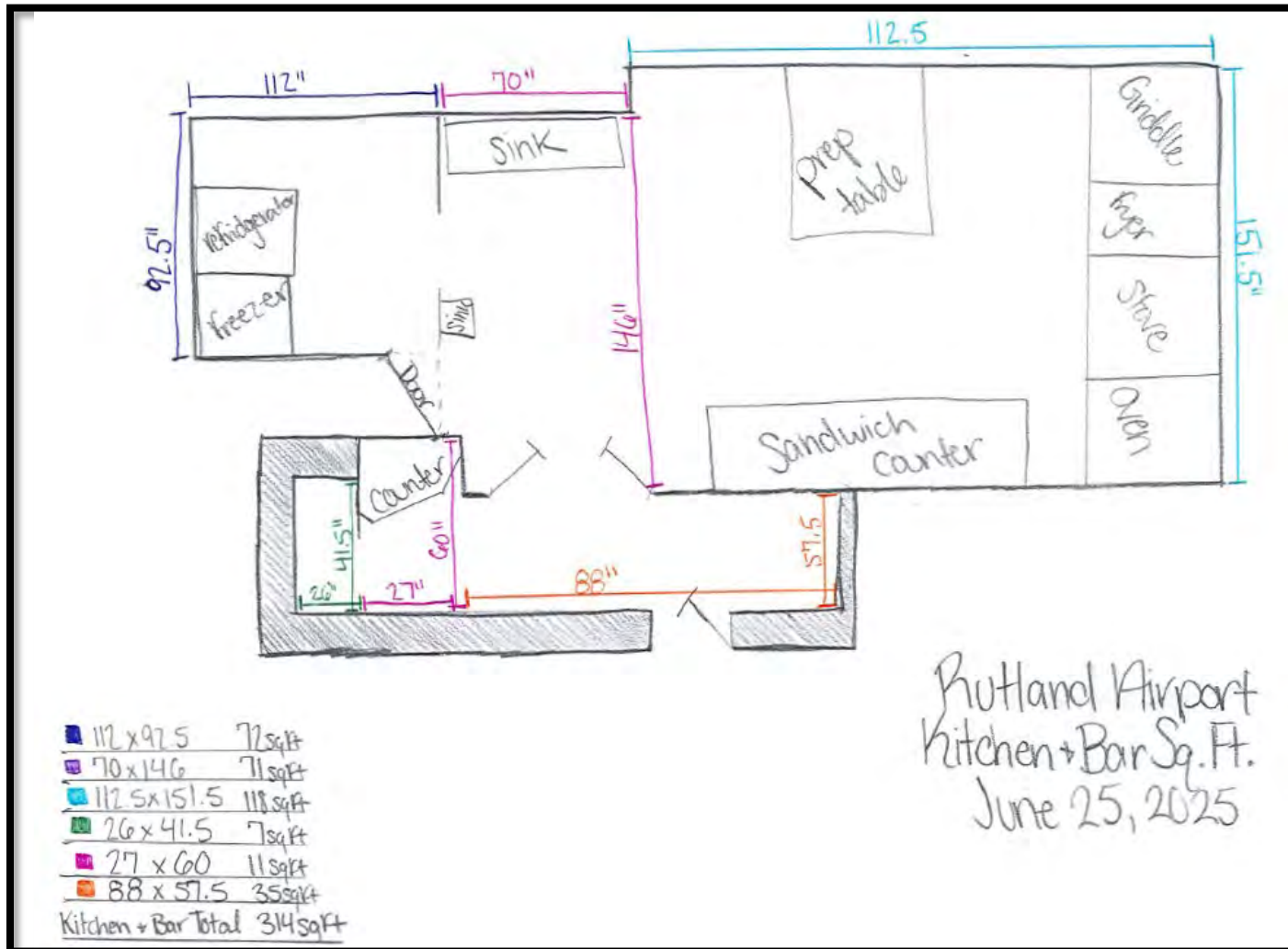


EXHIBIT B
STATE-OWNED KITCHEN EQUIPMENT LIST

- a. Three tub industrial grade stainless steel sink and steel drip pan attached to the sink.
- b. Stainless steel hand wash sink.
- c. Turbo Air, Radiance Series, 36" stainless steel gas griddle, three burners. 66,000 BTU. The $\frac{3}{4}$ inch thick stainless steel cooking plate is 14 gauge. Cooking surface is 36" x 22".
- d. Dean by Frymaster 40lb fryer, three burners. 105,000 BTU. stainless steel vessel. (Model #SR142GP)
- e. Turbo Air Greenworld 30" x 60" stainless steel worktable with undershelf. (Model #TSW3060E).
- f. Garland Commercial Ranges, Sunfire Series, 36" Wide Stainless Steel Gas Restaurant Range. Six 22,000 BTU universal style open burners. The 30,000 BTU 26" oven has a porcelainize interior. Oven measures 26"x 13"x 21".
- g. Garland Commercial Ranges, Sunfire Series, stainless steel convection oven with five tray racks measuring 29" x 20" x 28".
- h. Turbo Air M3 Series - sandwich/salad table 72-2/3"w - 3 door, cutting board side rail and bracket for easy cutting board attachment and removal. Includes 18, 4" deep condiment pans, height adjustable heavy duty polyethylene coated wire shelves and high-density polyurethane insulation. Cold air compartment.
- i. Turbo Air Freezer. 19 cu/ft. One door. The exterior has stainless steel front and sides. The interior has stainless steel floor and aluminum sides. (Model # M3F19-1)
- j. Turbo Air Refrigerator 19 cu/ft. One door. The exterior has stainless steel front and sides. The interior has stainless steel floor and aluminum sides. (Model M3R19-1)

EXHIBIT C

General Conditions For Tenants of State-Owned Structures

July 9, 2025

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The State of Vermont and the Federal Aviation Administration work jointly to provide the infrastructure needed for Vermont's State-owned airports to operate. As a requirement to receiving federal assistance with the capital projects for our airports, we must agree to the Federal Assurances which impact our operations, policies, and these lease agreements. Continued compliance with these assurances allows the State of Vermont to be eligible for additional federal support for our airports.

GC.I. USE OF AIRPORT

1.01. TENANT shall not post any signs without specific written approval of the STATE. However, the TENANT may post signs identifying the hangar number and owner/occupant, provided that such signs must be affixed to the building.

1.02. TENANT shall use the facilities on the Airport only for their designated purposes unless authorized by the STATE for other purposes.

1.03. No partner, affiliate, tenant, subtenant, employee or officer of TENANT shall use the premises or any rights or privileges acquired under the terms of this lease, or knowingly allow such use in a manner which would violate criminal law, whether State or Federal, or be in violation of Title 5, Vermont Statutes Annotated.

1.04. The STATE, acting in its proprietary capacity, may establish reasonable rules and regulations for noise control at the Airport. TENANT agrees to comply with any such rules and regulations.

1.05. TENANT agrees to occupy and use the leased premises in a careful, safe, and orderly manner so as not to interfere in any way with the maintenance or operation of the Airport or any of its appurtenant structures or facilities, as determined by the STATE. The STATE shall have the right to enter the premises at any time to conduct routine inspections.

1.06. Any person(s) using the Airport as a TENANT or subtenant of either shall control its conduct and demeanor as to not cause, or allow to be caused, any interference in any way with any other TENANTS of the Airport including the Fixed Based Operator (FBO).

GC.II. MAINTENANCE OF AIRPORT

2.01. TENANT shall park vehicles only in designated parking areas for such vehicles.

2.02. TENANT shall promptly collect and dispose of rubbish and refuse originating from TENANT's activities on the Airport.

2.03. TENANT agrees to report within twenty-four (24) hours to the airport manager of the TENANT's discovery of any defect, failure or the required repair or replacement of any part of the Airport facilities, particularly, any facilities relating to the safe take-off and landing of aircraft.

2.04. TENANT agrees to keep all buildings and premises in a neat, safe and sanitary condition at all times.

GC.III. UTILITY INSTALLATIONS

3.01. All proposed utility installations on the Airport, whether on the leased premises, common areas of the Airport, or areas of the Airport leased to third parties, shall be submitted to the STATE in advance for its approval and TENANT agrees to not install or allow to be installed any utilities prior to receiving such approval.

G.C. IV. INDEMNITY AND PUBLIC INSURANCE

4.01. **Independence; Liability:** The TENANT will act in an independent capacity and not as officers or employees of the STATE.

The TENANT shall defend the STATE and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the TENANT or of any agent of the TENANT. The STATE shall notify the TENANT in the event of any such claim or suit, and the TENANT shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement, the TENANT may request recoupment of specific defense costs and may file suit in the Vermont Superior Court, Washington Unit, Civil Division, requesting recoupment. The TENANT shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the TENANT.

The TENANT shall indemnify the STATE and its officers and employees in the event that the STATE, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the TENANT.

4.02. **Insurance:** Before exercising any rights granted by this Lease, the TENANT must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the TENANT to maintain current certificates of insurance on file with the STATE through the term of the Lease. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the TENANT for the TENANT's operations. These are solely minimums that have been established to protect the interests of the STATE.

Workers Compensation: With respect to all operations performed, the TENANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the TENANT shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/Legal Liability

TENANT shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Lease.

Automotive Liability: The TENANT shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Lease. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

TENANT shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Lease.

4.03. Increased Insurance Coverage. STATE reserves the right, upon thirty (30) days' written notice, to require reasonable increases in the foregoing required insurances.

4.04. Certificate of Insurance. The insurance required above shall be placed with a reputable insurance company authorized to do business in the State of Vermont. A binder or certificate of insurance, naming the State of Vermont as an additional insured, shall be delivered to the STATE as proof of compliance with this Article within ten (10) days of execution of this Lease. The policy shall provide that the insurance shall not be terminated or canceled without thirty (30) days' notice to the STATE. Renewal certificates shall be forwarded to STATE within ten (10) days of renewal. The amounts of the insurance shall not be deemed as limitation of the liability of the TENANT to indemnify, defend and save harmless the STATE as provided in this Article.

G.C. V. – TERMINATION

5.01. TENANT may terminate this Lease at any time for any reason with thirty (30) days' written notice to the STATE of its intent to terminate.

5.02. If any payment to the STATE, the leasehold mortgagee, if any, or any third party providing goods or services to TENANT's operation at Airport, shall be in default and unpaid for thirty (30) days after notice to TENANT, unless cured within thirty (30) days after notice by the STATE to TENANT specifying the default and demanding compliance, STATE may re-enter and take possession of the premises. This re-entry shall constitute a termination of this lease.

5.03. If TENANT becomes delinquent in the payment of local, State, or Federal taxes for a period of thirty (30) days, unless cured within thirty (30) days after notice by the STATE to TENANT specifying default and demanding compliance, STATE may re-enter and take possession of the premises. The re-entry shall constitute a termination of this lease.

5.04. If the Airport is closed by fire, storm, casualty, or other Act of God, or by action of lawful authority for any period in excess of thirty (30) days, rental to the STATE shall be abated during that period. If the Airport is closed for these reasons for a period in excess of three (3) months, then TENANT at its option may terminate this lease by giving STATE thirty days (30) notice.

5.05. In the event of breach or default of any of the covenants set forth in this lease, the STATE shall have the right to terminate this lease and to re-enter and repossess the land and the facilities thereon remove TENANT's property, and hold the same as if this lease had never been made or issued.

5.06. If the STATE terminates this lease due to breach or default by TENANT of any of the covenants in this lease, TENANT shall be responsible for all damages, attorney's fees, and expenses directly or indirectly caused by the default and termination.

5.07. If TENANT files a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against TENANT and TENANT is adjudicated bankrupt pursuant to proceedings, or if TENANT is divested of, or be prevented by any final action of any Federal or State authority from conducting and operating its operations, this lease shall be immediately terminated.

5.08. If the STATE terminates this lease for any cause other than default or failure to comply with the terms of the lease by TENANT, if the rent shall have been paid by the TENANT in advance to a day subsequent to the date of termination of this lease, then the STATE within sixty (60) days after demand by TENANT, shall refund and repay to TENANT the apportioned amount of the rent paid by TENANT in advance for that portion of the term so avoided.

5.10. The TENANT covenants and agrees to surrender the premises hereby demised at the expiration of the term, or at any time when this lease shall be terminated as provided in this Agreement, in good order and condition satisfactory to the STATE.

5.11. If it becomes necessary for STATE to institute suit for eviction and/or for damages, on account of rental arrears or violation of the terms of the lease, STATE shall be entitled to recover of the TENANT its or their attorneys' fees and court costs, which fees and costs TENANT hereby covenants and agrees to pay.

5.12. This lease shall automatically end if the TENANT becomes delinquent in the payment of any property taxes assessed on the Premises or on any TENANT-owned improvements located on the Premises.

GC.VI. STATE RESERVATIONS AND SUBORDINATION AGREEMENT

6.01. Nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Chapter 3, Exclusive Rights of the Department of Transportation, Federal Aviation Administration Order 5190.6a, *Airport Compliance Requirements*, dated October 2, 1989.

6.02. The STATE reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport.

6.03. The STATE reserves the right to develop or improve the Airport property as it sees fit, regardless of the desires or views of TENANT, and without interference or hindrance on the part of TENANT.

6.04. This Lease is subordinate to the provisions of existing and future agreements entered into between the STATE and the United States to obtain Federal-aid for the improvement or operation and maintenance of the Airport, subject to reasonable notice to TENANT by STATE of any such proposed agreement and subject further to the right of TENANT to terminate this Lease if the subordination effectively prohibits TENANT from exercising the fundamental rights conveyed within this lease.

GC.VII. SURRENDER OF POSSESSION

7.01. During time of war or national emergency the STATE shall have the right to lease any part of the Airport to the United States Government, and, if such lease is executed, the provisions of this lease to the extent they are inconsistent with such lease shall be suspended without compensation to TENANT.

GC.VIII. SET OFF; TAX CERTIFICATION

8.01. **Set Off:** The STATE may set off any sums which the TENANT owes the STATE against any sums due the STATE under this Lease; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

8.02. Taxes Due to the State:

a. TENANT understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. TENANT certifies under the pains and penalties of perjury that, as of the date the Lease is signed, the TENANT is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

c. TENANT understands that final payment under this Lease may be withheld if the

Commissioner of Taxes determines that the TENANT is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. TENANT also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the TENANT has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the TENANT has no further legal recourse to contest the amounts due.

8.03. **Approvals:** Notwithstanding any other provision of this lease, the STATE reserves the right to deny any renewal, extension, consent, or permission under this lease unless TENANT and any proposed assignee first provide the STATE with written certification of tax compliance in accordance with Title 32, Vermont Statutes Annotated, Section 3113.

GC.IX. WAIVER

9.01. Any waiver at any time by any party of its rights with respect to a default under this lease, or with respect to any other matter arising in connection with this lease, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right shall be deemed to be a waiver of such right.

GC.X. HAZARDOUS MATERIALS; ENVIRONMENTAL REPORTS

10.01. TENANT, at its own expense, shall comply with all present and hereinafter enacted environmental/cleanup responsibility laws ("Cleanup Laws") affecting the TENANT's operations at the Airport. TENANT, at its own expense, shall make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authorities (the "Authorities") under the Cleanup Laws. Should the Authorities determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes on the Airport as a result of TENANT's operations, then TENANT, at its own expense, shall prepare and submit the required plans and financial assurances and carry out the approved plans.

10.02. TENANT's obligations under this Article shall arise if there is any closing, terminating or transferring of operations of TENANT's establishment on the Airport premises pursuant to the Cleanup Laws. At no expense to the STATE, TENANT shall promptly provide all information requested by the STATE to determine the applicability of the Cleanup Laws to the premises, and shall sign the affidavits or submissions promptly when requested to do so by the STATE.

10.03. TENANT shall indemnify, defend and hold harmless the STATE from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes arising as a result of TENANT's operations; and from all fines, suits, procedures, claims and actions of any kind arising out of the TENANT's failure to provide all information, make all submissions and take all steps required by the Authorities under the Cleanup Laws or any other

environmental laws.

10.04. TENANT shall promptly notify the STATE of any spills or discharges involving hazardous materials and supply the STATE with any notices, correspondence and submissions made by TENANT to any Authorities, including the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances.

10.05. TENANT's obligations and liabilities under this Article shall continue so long as the TENANT remains responsible for any spills or discharges of hazardous substances or wastes on the lease premises that occur during the term of this lease.

GC.XI. STORAGE, HANDLING AND TRANSPORTATION OF HAZARDOUS MATERIALS AND WASTES

11.01. TENANT shall comply with all present and future enacted federal, state and local laws, ordinances, rules and regulations dealing with the storage, handling and transportation of hazardous substances and wastes. Without limitation of the foregoing, TENANT'Ss attention is directed to Titles 40 and 49 of the Code of Federal Regulations (storage and handling of hazardous materials; transportation of hazardous materials), the State of Vermont's Rules for Transportation of Hazardous Materials, and the applicable laws and regulations of federal and state departments and agencies dealing with agriculture, public utility regulation, labor and industry, environment and natural resources, public health, safety, health, emergency management, and forests, parks and recreation, as well as any other department or agency concerned with hazardous substances or wastes.

GC.XII. CHILD SUPPORT - (applicable if TENANT is a Natural Person)

12.01. **Child Support:** (Applicable if the TENANT is a natural person, not a corporation or partnership.) TENANT states that, as of the date the Lease is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation;
or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

TENANT makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the TENANT is a resident of Vermont, TENANT makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

GC.XIII. DBE PARTICIPATION

13.01. Policy. STATE and TENANT acknowledge that they are aware of the policy of the United States Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of leases as defined in 49 C.F.R. Section 26.5. Consequently, these leases are subject to 49 C.F.R. Part 26, as applicable.

13.02. TENANT's Obligation. TENANT hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 26 on the grounds of race, color, national origin or sex.

13.03. Sub-lease Clause. TENANT hereby assures that it will include the above clauses in all sub-leases and require sub-tenants to similarly include such clauses in further sub-leases.

GC.XIV. ACCEPTANCE OF FEES

14.01. No acceptance by the STATE of rentals, fees, charges, or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions to be performed, kept or observed by TENANT, shall be deemed a waiver of any right on the part of the STATE to terminate this Lease for any subsequent violation by TENANT.

GC.XV. MISCELLANEOUS

15.01. TENANT acknowledges the title of the STATE in the Premises described in this lease and agrees never to assail or resist said title.

15.02. TENANT agrees not to consume, sell, or permit the sale of any beer, ale, wine or other spirituous liquor, of any kind whatsoever, upon or about the said leased Premises or Airport.

15.03. TENANT agrees that no portion of the leased Premises shall be used as, or as a site for, a residential dwelling unit.

15.04. The topic headings of the articles or paragraphs in this Lease are for convenience and reference purposes only and are not to be considered or relied upon for purposes of the content of such articles or paragraphs.

15.05. TENANT, for itself its successors in interest, and assigns, does agree, as a covenant running with the land, that (a) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of race, color, or national origin, (b) in the furnishing of services on, over, or under such land, no person shall be excluded from participation in, denied the

benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin, (c) TENANT shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

15.06. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 26, subpart F. TENANT agrees that it will not discriminate against any business because of race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, subpart F. TENANT agrees to include these statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

15.07. All references to the term of this lease shall mean the original term and any extension or renewals thereof.

15.08. This lease with the terms and provisions contained herein constitutes the entire agreement between the parties. It supersedes and replaces all other agreements and representations in connection with leasing of the premises hereinafter described. Any amendments shall be made in writing, shall be signed by the TENANT and the STATE, and shall be acknowledged before a notary public.

15.09. The STATE shall have the right to amend this lease at any time relevant changes in federal, state, or local laws, rules, regulations, ordinances, by-laws, etc. are made.

15.10. TENANT shall comply with all applicable statutes, rules and regulations established by appropriate local, State or Federal governmental authorities, including, but not limited to, obtaining and bearing the cost of all necessary permits, licenses, and other items relative to TENANT's operation.

15.11. This Lease shall inure to the benefit of, and be binding upon, the successors, executors, administrators, and assigns of the parties.

15.12. The TENANT will take all measures reasonably required by the STATE to prevent persons from entering on or near the STATE's adjacent property except as may be allowed herein by TENANT's use of the Premises.

15.13. The STATE and its designees shall have the right of entry at any time during reasonable working hours for the purpose of inspection of the Premises.

15.14. No tenant, subtenant, partner, affiliate, employee, or officer of the TENANT shall utilize or employ the Premises or any rights or privileges acquired under the terms of the lease, or knowingly allow such utilization or employment, in a manner which would constitute a violation of criminal law, whether state or federal.

15.15. No statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the State of Vermont or the Vermont Agency of Transportation shall be binding on, or of any effect against, the State of Vermont or the Vermont Agency of Transportation.

15.16. The TENANT agrees to comply with the Americans with Disabilities Act of 1990 as amended and to assure that individuals with disabilities have equitable access to the services, programs and activities offered by the TENANT under this lease.

15.17. If an ambiguity or question of intent arises with respect to any provision of this Lease, the Lease will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Lease.

GC.XVI. – Notice

16.01. STATE shall provide TENANT written notice of any default with this agreement. TENANT shall have thirty (30) days to cure prior to the STATE taking action.

GC. XVII - Dispute Resolution

17.01. In the event of a disagreement, the TENANT shall contact the Property Management Unit at the Agency of Transportation to schedule a meeting to discuss both sides and attempt a resolution. This meeting shall be scheduled within one week of the request unless it is agreed to by both parties.

17.02. If resolution is not reached, the TENANT shall present their disagreement to the Director of Policy, Planning & Intermodal Development at the Agency of Transportation in writing. The Director of Policy, Planning & Intermodal Development shall respond within 14 days in writing with a decision.

17.03. If the TENANT is not satisfied with the decision of the Director of Policy, Planning & Intermodal Development they may appeal the decision to the Transportation Board.

GC. XVIII - General Conditions

18.01. The General Conditions of this Lease shall be incorporated into this agreement as an attachment and by reference.