

**EXHIBIT 6**  
**INVESTMENT INCENTIVE PAYMENT AGREEMENT**

THIS INVESTMENT INCENTIVE PAYMENT AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2019 by and between the Port of Seattle (the "Port"), and \_\_\_\_\_, a \_\_\_\_\_, ("Proposer").

Recitals:

1. The Port has a strong financial interest in procuring qualified and capable businesses to successfully build out and operate dining or retail establishments at the Airport, and the Port has a proprietary interest in preventing disruptions due to labor disputes at the Airport, which would have significant negative impacts on airport operations, the traveling public, dining and retail services, and revenue under the ADR program.
2. Proposer wishes to submit a Proposal in response to the Port's CEP# \_\_\_\_\_ (the "CEP").
3. As a pilot program for Lease Group 5 only, the Port is offering an investment incentive payment in the amount of \$5000 to each unsuccessful proposer that is deemed Responsible and that submits a fully Responsive and Competitive proposal for the CEP opportunity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services and Port Use of Non-Proprietary Concepts and Ideas.**
  - a. Proposer agrees to submit a Proposal in response to the CEP. To be eligible for an Investment Incentive Payment, all of the following must apply:
    - i. The Port must not have canceled the CEP before proposals were due;
    - ii. Proposer must have submitted a Proposal with an executed Investment Incentive Payment Agreement to the Port by the due date and time specified in the CEP;
    - iii. the Proposal must not be a proposal selected by the Port for award of the Lease and Concession Agreement;
    - iv. the Proposer must be deemed Responsible by the Port;
    - v. the Proposal must be deemed Responsive and Competitive by the Port; and
    - vi. the Proposer must not have already received (or be in the process of receiving) an Investment Incentive Payment as a result of a separate unsuccessful proposal submitted for a different CEP as part of Lease Group 5.

- b. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the CEP.
    - c. In consideration for paying the investment incentive payment, Proposer grants the Port the non-exclusive right to use any non-proprietary concepts and ideas contained in the unsuccessful Proposals in connection with any Lease and Concession Agreement executed as a result of this CEP or with any subsequent procurement, without any obligation to pay additional compensation to the Proposer.
  2. **Term.** Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Lease and Concession Agreement for the relevant CEP or until one year from the date of the execution of this Agreement, whichever occurs first. Services are authorized to commence effective upon the execution date of this Agreement and Proposal, and they are due by the dates set forth in the CEP.
  3. **Compensation and Payment.**
    - a. Compensation payable to Proposer for the services described herein shall be in the amount of \$5,000.
    - b. If the Port awards the Lease and Concession Agreement to Proposer, Proposer will not be entitled to compensation hereunder.
    - c. Payment will be owing hereunder only after the Proposer has been deemed by the Port to be Responsible, and the unsuccessful Proposal has been deemed to be Responsive and Competitive, and will be made within 45 days after execution of the Lease and Concession Agreement between the Port and a different proposer, after receipt of a proper invoice submitted to the Port under this paragraph 3(c). The invoice must be accompanied by a letter stating that the Proposer agrees with the terms of this Agreement. Such invoice may not be submitted until one business day after the earlier to occur of (i) execution of the Lease and Concession Agreement between the Port and a different proposer, and (ii) cancellation of the procurement after proposals were due. The Port will advise Proposer when said Lease and Concession Agreement is executed.
    - d. This Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the CEP and determined Responsive and Competitive by the Port, as well as that the Proposer must be determined to be Responsible, all of which are conditions of payment.
  4. **Indemnities.**
    - a. The Proposer shall indemnify, protect and hold harmless the Port and its commissioners, directors, officers, employees and contractors from, and Proposer shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity of, by or in favor of or awarded to any third party arising in whole or in part from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives or subcontractors or breach of any of Proposer' obligations under this Agreement.

- b. Furthermore, if any claim or suit is caused by or results from the concurrent negligence of Proposer or its agents, officers, employees or representatives, this indemnity provision shall be enforceable only to the extent of Proposer's negligence or the negligence of Proposer's agents, officers, employees, representatives or subcontractors.

**5. Compliance with Laws.**

- a. Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Port during this procurement process, are, upon their receipt by the Port, the property of the Port and are subject to the Washington Public Records Act.
- b. Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- c. Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

**6. Early Termination.** This Agreement may be terminated by the Port in whole or in part at any time termination is in the interest of the Port. No payment will be owing by the Port in the event of any such termination, except as provided in paragraph 3 above.

**7. Assignment.** Proposer shall not assign this Agreement without the Port's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

**8. Miscellaneous.**

- a. Proposer and the Port agree that Proposer, its team members, and their respective employees are not agents of the Port as a result of this Agreement.
- b. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- c. This Agreement, together with the CEP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the CEP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall



be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the venue for any action to enforce this Agreement shall be in King County Superior Court or the U.S. District Court for the Western District of Washington.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

PORT OF SEATTLE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[insert Proposer's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Investment Incentive Payment INVOICE**

<b>Company:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Contact:</b>	
<b>Email:</b>	

**Invoice Date:**

**Payment Terms:** Due within 45 Calendar Days after execution of the Lease and Concession Agreement or after cancellation of the CEP after proposals were due.

<b>Invoice #</b>	
<b>Job Reference:</b>	

Bill to:  
 Port of Seattle  
 P.O. Box 1209  
 Seattle, WA 98111

DESCRIPTION	PRICE
Investment Incentive Payment for unsuccessful proposal for CEP# _____	\$5,000

Subtotal	\$5,000
Sales Tax	None
Total	\$5,000

Make checks payable to \_\_\_\_\_

**COMPANY MUST INCLUDE A W-9 WITH THIS INVOICE**