

SECOND AMENDMENT TO THE AIRPORT USE AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE AIRPORT USE AND LEASE AGREEMENT is made and entered into as of the date stated on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation (“**the City**”) and **BOUTIQUE AIR, INC.**, a corporation organized and existing under and by virtue of the laws of the State of California, and authorized to do business in the State of Colorado (“**Airline**”).

WITNESSETH

WHEREAS, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”); and

WHEREAS, the parties hereto entered into a certain Use and Lease Agreement, which was effective January 1, 2012 and a First Amendment, dated December 21, 2016 (the “**Existing Agreements**”), under which the Airline and the City agree to the terms of the Airline’s use and lease of certain premises and facilities at the Airport; and

WHEREAS, the City has adopted a new Minimum Wage Ordinance, which is designed to address the issue of wage equity and cost of living affordability in the City and County of Denver and requires payment of certain wages with respect to covered services of certain City contracts; and

WHEREAS, the Airline provides covered services pursuant to the new Minimum Wage Ordinance;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The following is added to the Agreement as Section 10.25:

10.25. PAYMENT OF MINIMUM WAGE

Airline shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Airline expressly acknowledges that Airline is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Airline, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

2. Except as modified by this Amendment, all of the terms and conditions of the Existing Contract shall remain in full force and effect.

3. This Amendment to Contract shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

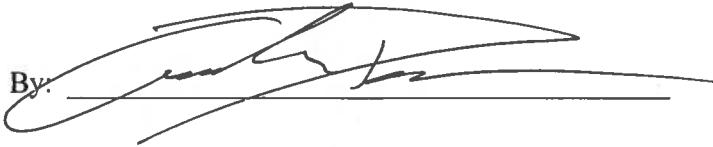
By _____

By _____



Contract Control Number: PLANE-201523209-02

Contractor Name: Boutique Air, Inc.

By: 

Name: Andin Park
(please print)

Title: Team Lead
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

