

**Exhibit A – Cash Deposit for Performance Guarantee  
RFP 24-0006 Public Address System Replacement**

**CASH DEPOSIT FOR PERFORMANCE GUARANTEE**

**To: City of Phoenix – Beneficiary  
Aviation Department  
Business & Properties Division  
2485 East Buckeye Road  
Phoenix, Arizona 85034-4405  
Attn: Deputy Aviation Director**

Tenant: Tenant Full Legal Name \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Date: [Insert Date]

Amount: [Insert Amount]

As required by [Lease Agreement No. TBD – dated ] or [Permit No. \_\_\_\_\_], [Insert Tenant Full Legal Name (\_\_\_\_\_)] is providing a cash deposit to the City of Phoenix (City) as security for the faithful performance by [Insert Tenant Name] to secure payment of all amounts owed by [Insert Tenant Name] to City and its performance of other obligations under the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_]. [Insert Tenant Name]'s cash deposit is for the initial amount of (Insert Printed Dollar Amount) (Insert Numerical Dollar Amount), representing six months of payments under its [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_].

The amount of this performance guarantee established as of the date of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] may become inadequate during the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] term and [Insert Tenant Name]'s agrees that it will increase the amount as the City may reasonably prescribe from time to time on at least thirty (30) days prior written notice to [Insert Tenant Name]. The City may commingle the performance guarantee with the City's other funds and City shall have no obligation to pay or account to [Insert Tenant Name] for any interest that may be earned on the performance guarantee.

If [Insert Tenant Name] defaults with respect to any provision of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_], including but not limited to the provisions relating to payment of all amounts owed by [Insert Tenant Name] to City, the City may use, apply or retain all or any part of the performance guarantee for the payment of any amounts owed to the City or any other sum in default, or for the payment of any other amount which the City may spend or become obligated to spend by reason of the [Insert Tenant Name]'s default or to compensate the City for any other loss which the City may suffer by reason

of the [Insert Tenant Name]'s default. If any portion of the performance guarantee is so used or applied, [Insert Tenant Name] shall, within ten (10) business days after written demand from the City, deposit with the City cash in an amount sufficient to restore the performance guarantee to its original amount, and [Insert Tenant Name]'s failure to do so shall be a material breach of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_].

If [Insert Tenant Name] fully and faithfully performs every provision of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] to be performed by it, the performance guarantee or any balance thereof shall be returned to [Insert Tenant Name]'s within a reasonable time after the expiration of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_], provided, however, that the City may retain the performance guarantee until such time as any amount due from [Insert Tenant Name] under the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] has been determined and paid in full.

**AGREED AND ACCEPTED:**

By: \_\_\_\_\_  
[Insert Tenant Full Legal Name]

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

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

Date: \_\_\_\_\_