

**RENTAL CAR CONCESSION AGREEMENT
AND
REAL PROPERTY LEASE**

**BETWEEN
EXECUTIVE CAR RENTAL, INC.
AND
CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT**

_____ **2020**

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EXHIBITS

- Exhibit A-1: Leased Premises - Terminal Building
- Exhibit A-2: Leased Premises - Ready/Return Parking Space and Kiosk
- Exhibit A-3: Leased Premises - Service Facility Site Plan
- Exhibit A-4: Leased Premises - Service Facility Assigned to Concessionaire
- Exhibit A-5: Cameron-Cole Environmental Baseline Report
- Exhibit B: Reserved
- Exhibit C: Operating and Maintenance Responsibilities Matrix
- Exhibit D: Federal Aviation Administration Grant Assurances
- Exhibit E: Monthly Privilege Fee and CFC Revenue Report Format

RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE

THIS RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2020, by and between the City of Pensacola, Florida a municipal corporation of the State of Florida, (hereinafter referred to as "the City") and Executive Car Rental, Inc., a corporation authorized to do business in Florida, (hereinafter referred to as "the Concessionaire"). The Concessionaire under this Agreement is operating the following rental car brands: Executive Car Rental, Inc.

WITNESSETH:

WHEREAS, the City is owner and operator of the Pensacola International Airport (hereinafter referred to as "the Airport"); and

WHEREAS, the City has space for multiple automobile rental concessions operating as individual or multiple brands in the Airport terminal building; and

WHEREAS, the City has constructed and owns five (5) rental car service facilities remote from the terminal building designated for use by on-Airport rental car operators; and

WHEREAS, Concessionaire is engaged in the business of renting passenger vehicles and desires to use certain areas and facilities owned by the City and to acquire from the City certain rights and privileges in connection with its use of the Airport; and

WHEREAS, the City has the right to permit use of the property on the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement as provided herein;

NOW, THEREFORE, in consideration of the proposal dated October 14, 2019 submitted by the Concessionaire for operation of one of the rental car concessions at the Airport, the City's acceptance of said proposal, and the mutual covenants, terms, conditions, privileges, obligations, and agreements herein contained, the City and the Concessionaire hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows.

Article 1 DEFINITIONS

The following words and phrases, wherever used in this Agreement shall, for the purpose of this Agreement, have the following meanings:

“Agreement Year” means the year that commences at midnight (12 a.m.) August 1 each year this Agreement is in effect, and terminates at 11:59 p.m. of July 31st of the following year.

"Airport" means Pensacola International Airport, Pensacola, Florida.

"Airport Director" means the person designated by the City to exercise functions with respect to the rights and obligations of the City under this Agreement. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Airport under this Agreement.

“Airport Standards” means the performance and development standards for the Airport as may be established by the City from time to time.

"Annual Service Facility Customer Facility Charge Requirement" means the sum of the following two (2) elements:

1. **“Service Facilities Debt Service:”** the amount to be determined by the City as soon as practicable after the Date of Beneficial Occupancy (DBO) of the Service Facilities as the amount required in each of the City's Fiscal Years to pay the principal, interest, reserve fund deposits, or other amounts required by the Bond Resolution to be deposited or paid, and debt service coverage on bonds (or other forms of indebtedness) issued by the City to finance the costs of planning, designing, financing, and constructing the Service Facilities. The Project Debt Service requirements shall be payable until the principal and interest on the bonds (or other forms of indebtedness) issued to finance the Service Facilities are paid in full; and
2. **“Service Facilities Area Operating and Maintenance Expense:”** the amount of operating and maintenance expenses (i.e., for access and roadway lighting and maintenance, landscaping, drainage, utilities maintenance, utilities, security, and Airport and City administrative charges) incurred by the City in each Fiscal Year for operating and maintaining the Service Facility Area.

“Bond Resolution” means Resolution No. 51-88, adopted September 8, 1988, as it may be amended or supplemented from time to time, or any other Resolution of the City regulating or authorizing the issuance of bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds, payable from Airport Revenue.

"City” means the City of Pensacola, Florida, the owner and operator of the Airport.

"Concession Agreement and Property Lease" or "Agreement" means the Rental Car Concession Agreement and Real Property Lease between the City and the Concessionaire, which consists of this instrument and the following documents, which are attached hereto,

and by reference made a part hereof to the same extent as though copies were spelled out herein at length.

Exhibit A-1 – Leased Premises - Terminal Building

Exhibit A-2 – Leased Premises - Ready/Return Parking Space and Kiosk plans

Exhibit A-3 – Leased Premises - Service Facility Site Plan

Exhibit A-4 – Leased Premises - Service Facility Assigned to Concessionaire

Exhibit A-5 – Cameron-Cole Environmental Baseline Report

Exhibit B – Concessionaire’s Proposal

Exhibit C – Operating and Maintenance Matrix

Exhibit D – Federal Aviation Administration Grant Assurances

Exhibit E – Monthly Privilege Fee and CFC Revenue Report Format

Conflicts between this Agreement and its exhibits will be resolved in favor of the Agreement.

“**Concessionaire**” means a corporation, limited liability company, or other business entity organized and existing by virtue of the laws of the State of _____ that has been awarded a concession at the Pensacola International Airport for the purpose of renting Motor Vehicles to Airport customers.

"**Contract Day**" means each twenty-four (24) hour period, and each fraction thereof, during which a motor vehicle having been delivered by the Concessionaire to each rental car customer at the Airport is rented by such customer from the Concessionaire. Each fractional period less than a 24 hour period shall also be deemed a Contract Day.

"**Customer Contract**" means any automobile rental contract or agreement entered into by the Concessionaire with a customer at, or for the delivery or return of rental automobiles to and by such customer at, the Airport.

"**Customer Facility Charge**" or "**CFC**" means the per contract daily rate as established by the City to be charged to every rental car customer entering into a Customer Contract with an on-Airport Concessionaire. Notwithstanding anything in this Agreement to the contrary, the amount of the Customer Facility Charge that is added to the Customer Contract shall be excluded from Gross Revenues for calculation of the Privilege Fee payable by the Concessionaire to the City.

"**Disadvantaged Business Enterprise**" means a person (s), partnership or corporation who qualifies as a small business concern owned and controlled by socially and economically disadvantaged individuals under the terms of Title I §109 of the Airport and Airway Safety and Capacity Expansion Act of 1987, 49 App. U.S.C. §2210 (a)(17).

“**Environmental Laws**” means, collectively, all federal, state, and local environmental, safety, and health laws and ordinances and rules of common law, including, but not limited to, the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C.

§ 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976, as amended (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j); and the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Chapters 376 and 403 of Florida Statutes as any of the foregoing may hereafter be amended; any rule or regulation pursuant thereto; and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive addressing environmental, health, or safety issues of or by the federal government or state or other political subdivision thereof or any agency, court, or body of the federal government or state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.

"**FAA**" means the Federal Aviation Administration of the United States Government, or any federal agencies succeeding to its jurisdiction.

"**Fiscal Year**" means the City's fiscal year as defined today or as it may be redefined in the future, currently the twelve- (12-) month period commencing October 1 and extending through September 30 of the following year.

"**Gross Revenues**" means all revenues the Concessionaire received under rental car agreements it secures through its operations at the Airport or derives from the rentals of vehicles to persons picked up at the Airport by or on behalf of the Concessionaire. "Gross Receipts" as used herein means all monies or other consideration paid or payable to the Concessionaire for all sales made and services performed for cash or credit for sales or services provided to persons picked up at the Airport, regardless of the ownership, area, fleet, or location assignment of the vehicles and without regard to the manner in which, or place at which, the vehicles or other products or services are furnished to the Concessionaire's customers, and without regard to whether the vehicle or other products are returned to the Airport or to some other location.

Such monies or other consideration specifically shall include:

1. All charges, including, but not limited to, time and mileage charges and separately stated Customer Contract fees for rentals of vehicles and other related or incidental services, and any other items or services that may be authorized by the City, made at or from the Airport, regardless of where the vehicles or services are delivered to or returned;
2. All amounts paid for the rental or leasing of vehicles pursuant to daily or time charges and mileage;
3. All amounts charged to the rental car customer for insurance offered by the Concessionaire incidental to the rental of such vehicles, including but not limited to, personal accident insurance and collision or loss damage waiver;
4. All fees generated from the rental of global positioning systems;
5. All charges attributable to any vehicle originally rented at the Airport that is exchanged at any other location of the Concessionaire;

6. All proceeds from the long-term lease of vehicles from any location on the Airport;
7. The amount charged to the Concessionaire's rental car customers and that is separately stated on the Customer Contract as an optional charge for waiver by the Concessionaire of its right to recover from customer for damage to or loss of the vehicle rented;
8. The amount charged to the Concessionaire's rental car customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by the Concessionaire; and
9. The amount charged by the Concessionaire as a pass through to its Customers of the Privilege Fee described herein.

Only the following shall be excluded from Gross Revenues:

1. Any federal, State of Florida, County, or City sales, fee, or other similar taxes, fees, or surcharges that are separately stated in the Customer Contract;
2. Any amounts received as insurance proceeds or otherwise for damage to automobiles or other property of the Concessionaire, or for loss, conversion, or abandonment of such automobiles;
3. All nonrevenue rentals to employees of the Concessionaire;
4. All revenue from the wholesale transfer of salvage vehicles; and
5. Fees paid to other governmental agencies relating to transactions at the Airport.
6. The proceeds of Customer Facility Charges that have been remitted to the City.

Gross Revenue shall be determined by the total charges on the face of the Customer Contract receipt, less any charges excluded in the definition of Gross Revenues above.

Gross Revenues to the Concessionaire shall be deemed received at the time the Customer Contract is executed, giving rise to the Concessionaire's right to collect said monies, regardless of whether said Customer Contract was conducted in person, by telephone, or by mail; whether the transaction was for cash or credit; and, if for credit, regardless of whether or not the Concessionaire ultimately collects the monies owed for said transaction from the customer involved. Any Gross Revenues included in the formula for determining percentage payments owed the City and determined by the Concessionaire at a later date to be uncollectible shall not reduce Gross Revenues or offset future percentage payments owed the City. Also, the retroactive adjustment by the Concessionaire of Gross Revenues designated as volume discounts or any other designation or for any other purpose is prohibited.

“Ground Rent” means the rent for the land that makes up the Rental Car Service Facility Area.

"Improvements" means all buildings, walls, partitions, cabinets, counters, dividers, flooring, shelving, lighting and electrical systems, furniture, fixtures, and equipment, including wall coverings; window treatments, carpeting, and decorative items.

"Leased Premises" means the spaces used solely by the Concessionaire for the conduct of the Concessionaire's business at the Airport, including counter space within the terminal building, ready/return spaces, and the Service Facility assigned for use by the Concessionaire.

"Minimum Annual Guarantee" means an amount equal to ten percent (10.0%) of eighty-five percent (85.0%) of the prior Agreement Year's Gross Revenues. For the first Agreement Year, the Minimum Annual Guarantee will be equal to ten percent (10.0%) of eighty-five percent (85.0%) of the Gross Revenues for the most recent twelve months for which we have data prior to the effective date of this Agreement. The forgoing notwithstanding, the Minimum Annual Guarantee will not be less than One Hundred Thousand Dollars (\$100,000) per brand per Agreement Year.

"Motor Vehicles" means motor vehicles commonly classified as sedans, coupes, convertibles, station wagons, minivans, passenger vans, sport utility vehicles, four-wheel drive vehicles, recreational vehicles, and pickup trucks rated one (1) ton or less.

"Multi-branding," means the operation of more than one rental car brand or trade name by a single company or other business entity. Where a company or business entity operates multiple brands or trade names under one Agreement, the following limitations shall be adhered to:

1. The brand or trade names designated in the Agreement must be one-hundred percent (100%) owned or controlled by the Concessionaire.
2. The Concessionaire is prohibited from operating at the Airport under any brand or trade name(s) other than the brand or trade name(s) that it designates in its proposal dated October 14, 2019 as specified.
3. If a Concessionaire operates more than two (2) brand or trade names, then the Concessionaire is required to lease multiple counter/back office, kiosk, and rental car parking areas. No more than a total of 2 brand or trade names may occupy any single counter/back office, kiosk, or rental car parking area.
4. If a Concessionaire operates more than 2 brand or trade names, then the Concessionaire may operate not more than a total of three (3) brand or trade names from a single Service Facility.

"Property" shall include anything of material value that is real, personal, tangible or intangible.

"Privilege Fee" means the consideration to be paid to the City by the Concessionaire for the privilege of operating a rental car concession on Airport premises. The Privilege Fee is the greater of the monthly portion of the Minimum Annual Guarantee or ten percent (10%) of the Concessionaire's Gross Revenues for the month.

"Property" means anything of material value that is real, personal, tangible, or intangible.

"Ready Car Area Customer Facility Charge" means the fee imposed by the City on each and every customer of the Concessionaire with respect to Customer Contracts at the Airport, including customers of the Concessionaire, for each day that each such Customer Contract is in effect (i.e., Contract Day). The City shall determine the amount of the Ready Car Area Customer Facility Charge from time to time as herein provided and the total amount of the Ready Car Area Customer Facility Charges charged to each customer shall be added to each such customer's Customer Contract. The Ready Car Area Customer Facility Charge is intended to recover costs and expenses of planning, financing, constructing, operating, and maintaining the three hundred forty-two (342) parking spaces provided for the rental car companies in the Airport parking garage for use as a ready car area.

"Regulated Substances" means and includes any and all substances, chemicals, waste, sewage, stormwater or other materials, which are now or hereafter regulated, controlled, or prohibited by any local, state, or federal law or regulation requiring removal, warning, or restrictions on the use, generation, disposal, or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act (FWPCA), 33 U.S. §1251 et seq.; or the Clean Air Act (CAA), 42 U.S.C. §7401 et seq.; all as amended and as amended hereafter; (b) any substance defined as a "hazardous substance," "hazardous waste," "toxic substance," "extremely hazardous waste," "RCRA hazardous waste," "waste," "hazardous material," or "controlled industrial waste," as defined in Chapters 376 and 403, Florida Statutes; (c) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound, or waste. As used herein, the term Regulated Substance or "hazardous substances" also mean and include, without limitation, asbestos, flammable, explosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including, without limitation, crude oil or any fraction thereof); petroleum-based products; paints and solvents; leads; cyanide; dichlorodiphenyltrichloroethane (DDT); printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls (PCBs); and other regulated chemical products.

"Rental" means the consideration required to be paid to the City by the Concessionaire for the use and occupancy of certain areas of the Airport.

"Rules, Regulations, and Ordinances" means those lawful and reasonable rules, regulations, and ordinances promulgated by the City for the orderly use of the Airport by both the Concessionaire and other tenants and users of the Airport as the same may be amended, modified, or supplemented from time to time.

“**Service Facility**” means one (1) of the five (5) real property lots with improvements, including, but not limited to, office building, car wash, fuel system, storm water drainage and retention system used thereby, and maintenance bay, constructed by the City and assigned to the Concessionaire for the support of its rental car operation at the Airport. Also collectively referred to as Service Facilities and are shown on Exhibit A-4.

“**Service Facility Area**” means the twenty and six one-hundredths (20.06)-acre parcel containing five (5) rental car Service Facilities together with the access roadways serving the area, storm water drainage and retention system, and landscaped areas surrounding the Service Facilities. Also, all of the above are collectively referred to as the Service Facilities as the same is shown on Exhibit A-3.

“**Service Facility Customer Facility Charge**” means the fee imposed by the City on each and every customer of the Concessionaire with respect to Customer Contracts at the Airport, including customers of the Concessionaire, for each day that each such Customer Contract is in effect (i.e., Contract Day). The amount of the Service Facility Customer Facility Charge shall be determined by the City from time to time as herein provided and the total amount of Service Facility Customer Facility Charges charged to each customer shall be added to each such customer's Customer Contract. The Service Facility Customer Facility Charge is intended to recover substantially all of the City's costs and expenses of planning, financing, developing, and constructing the Service Facility and the Service Facility Area for rental car operators to service rental cars at the Airport plus all of the City's costs and expenses of operating and maintaining the common areas (i.e., such as, but not limited to, access, street lighting, security, landscaping, allocated Airport expenses, as well as any other costs and expenses incurred by the City) associated with the Service Facility Area.

“**State**” means the State of Florida.

“**Tenant Finishes**” means those improvements to the Leased Premises installed by the Concessionaire, including, but not limited to, counters, partitions, shelving, carpeting, lighting and power fixtures, wiring accessories, and parts necessary to connect power to the Leased Premises.

“**Trade Fixtures**” means, but shall not be limited to, any signs (electrical or otherwise) used to identify the Concessionaire's business; all machinery and equipment used in connection with the servicing of automotive vehicles in or about the Leased Premises, whether or not such machinery or equipment is bolted or otherwise attached to the Leased Premises; all other miscellaneous office equipment furnishings; and personal property.

“**TSA**” means the Transportation Security Administration of the United States government, or any federal agencies succeeding to its jurisdiction.

END OF ARTICLE

Article 2

TERM

Duration

The Term of this Agreement shall commence at midnight (12:00 a.m.) on February 1, 2020 (the commencement date) and shall terminate at 11:59 p.m. on July 31, 2024, subject to earlier termination pursuant to the terms and conditions of this Agreement.

Holding Over

If the Concessionaire remains in possession of the Leased Premises after the expiration of this Agreement without written renewal hereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create a tenancy from month to month that may be terminated at any time by the City upon thirty (30) days' written notice. During any holding over period, the Concessionaire will pay the City the greater of the following: ten percent (10%) of Gross Revenues or a minimum payment equal to eighty-five percent (85%) of the Concessionaire's previous year's payment to the City for the same month. Such holding over shall otherwise be under the same terms and conditions as set forth in this Agreement.

Adverse Tenancy

Any unauthorized holding over by the Concessionaire after the termination of this Agreement, except for the period authorized for removal of the Concessionaire's personal Property upon the termination hereof, shall entitle the City to collect from the Concessionaire as liquidated damages for such adverse tenancy the monthly rental, percentage of Gross Revenues, and Customer Facility Charges in effect immediately prior to the commencement of such adverse tenancy.

Termination of Rights under Prior Agreements and Understandings

All prior agreements executed between the City and the Concessionaire, as well as prior understandings that have not previously been terminated, are hereby cancelled and terminated as of commencement date of this Agreement.

Such cancellation and termination shall not be construed as a waiver, relinquishment, or release of any claims, damages, liability, rights of action, or causes of action either of the parties hereto may have against the other under such prior agreements and understandings and that have accrued before the commencement date hereof. Further, any on-going commitments any firm may have for the removal, clean up and mitigation of existing rental car service facility sites covered under a previous Rental Car Concession Agreement with the City remain in full force and effect.

END OF ARTICLE

Article 3 LEASED PREMISES

The following areas are leased or assigned to the Concessionaire upon commencement of this Agreement. They are collectively referred to as “Leased Premises.”

Rental Car Office and Counter Space

The City hereby leases to the Concessionaire the exclusive right to use one (1) of six (6) rental car office and ticket counter areas located in the Airport terminal building. The City shall assign a specific rental car office and ticket counter area to the Concessionaire pursuant to the procedures set forth in the Instructions to Proposers, as same may have been amended, contained in the proposal documents. The office and counter space leased to the Concessionaire consists of four hundred forty-six (446) square feet, as shown on Exhibit A-2.

Ready Car Area Parking Spaces

The City has established a rental car parking garage consisting of three hundred forty-two (342) parking spaces for the use of Concessionaires who execute on-Airport Concession Agreements and Property Leases with the City. The City hereby assigns to the Concessionaire a percentage of the 342 parking spaces located in the parking garage, adjacent to the Airport terminal building, for the parking and storage of Motor Vehicles owned or leased by the Concessionaire, as shown on Exhibit A-2.

The City shall allocate a percentage of said 342 parking spaces within the parking garage to each brand of each concessionaire each Agreement Year. The allocation percentages of the 342 parking spaces shall be adjusted each year, with the first said adjustment to be effective August 1, 2009. Each Concessionaire will be reallocated a percentage of the 342 parking spaces available on the first level of the parking garage equal to the percentage derived by dividing the annual Gross Revenues achieved by the Concessionaire during the previous twelve (12) month period for the, for which information is available, by the total Gross Revenue achieved by all Concessionaires during said 12 month period. In no case will any Concessionaire be allocated fewer than ten (10) spaces in the parking garage in any year of the Term of Contract.

Following the City’s calculation of each Concessionaire’s parking space reallocation, the City shall create a space reallocation exhibit by using the zipper pattern used in the initial allocation and adjusting the spaces allocated to each Concessionaire based on the adjusted reallocation percentages.

The allocated percentage of the 342 parking spaces shall be adjusted each year thereafter, with the first said adjustment to be effective August 1, 2010. Each Concessionaire will be allocated a percentage of the 342 parking spaces available within the rental car parking garage equal to the percentage derived by dividing the annual Gross Revenues enjoyed by the Concessionaire during the previous nine (9) months for the first Agreement Year and during the previous twelve (12) month period for subsequent Agreement Years, by the total Gross Revenues enjoyed by all on-Airport Concessionaires during said twelve (12) month period.

In no case will any brand be allocated less than ten (10) spaces in the parking garage in any year of the Term of the Agreement. Also, during each year of the Agreement, each brand shall be entitled to one parking space directly adjacent to their kiosk and this spot shall count toward their overall allocation.

Following the City's calculation of each Concessionaire's parking space reallocation, the City shall create a space reallocation exhibit by using the zipper pattern used in the initial allocation and adjusting the spaces allocated to each Concessionaire based on the adjusted reallocation percentages.

After the percentage of spaces within the parking garage to be allocated to each Concessionaire is determined, a meeting shall be conducted with authorized representatives of each Concessionaire to review the allocation.

Nothing contained herein shall obligate the Concessionaire to take possession of the number of spaces allocated to it under this Article 3, Leased Premises. Should the Concessionaire not desire to take possession of the total number of spaces for which it is eligible, the Concessionaire shall turn said excess spaces over to the City. Once the Concessionaire turns said excess spaces over to the City, the Concessionaire forfeits all rights to the use of said spaces and the City may allocate those spaces to another Concessionaire should another Concessionaire so desire.

Rental Car Parking Structure Kiosks

Each Concessionaire shall be assigned one (1) of six (6) rental car kiosks in the rental car parking garage. Each individual kiosk is approximately eight (8) feet x ten (10) feet. The specific kiosks will be selected in the same order and at the same time as each Concessionaire is selecting specific parking spaces in the rental car parking garage, as discussed above.

Service Facility

The City has constructed five (5) rental car Service Facilities, as shown on Exhibits A-3 and A-4. It is a requirement of this Agreement that the 5 Concessionaires bidding highest Minimum Annual Guarantees must lease a Service Facility. Service Facility Nos. 1 through 4 will be leased on an exclusive basis. Service Facility No. 5 will be leased on a preferential nonexclusive basis.

Each facility is equipped with an office building, wash rack, maintenance bay, and fueling island with a twelve-thousand (12,000)-gallon underground storage tank. Service Facility No. 5 has a small office area, a wash rack, and a fueling island (with a 12,000-gallon underground storage tank).

The following Service Facility is leased to the Concessionaire:

_____ Service Facility No. 1 – 22 Service Center Road - 3.08 acres – 10,644 square feet of structures – office, car wash, fueling – as shown on Exhibit A-4 - is hereby leased on an exclusive basis.

_____ Service Facility No. 2 – 44 Service Center Road - 2.12 acres – 9,684 square feet of structures – office, car wash, fueling – as shown on Exhibit A-4 - is hereby leased on an exclusive basis.

_____ Service Facility No. 3 – 66 Service Center Road - 3.10 acres – 10,644 square feet of structures – office, car wash, fueling – as shown on Exhibit A-4 - is hereby leased on an exclusive basis.

_____ Service Facility No. 4 – 11 Service Center Road - 2.11 acres – 9,684 square feet of structures – office, car wash, fueling – as shown on Exhibit A-4 - is hereby leased on an exclusive basis.

 X Service Facility No. 5 – 33 Service Center Road - 1.60 acres – 3,492 square feet of structures – office, car wash, fueling – as shown on Exhibit A-4 - is hereby leased on a preferential nonexclusive basis to the Concessionaire.

Exhibit A-3 shows eight and five one-hundredths (8.05) acres of common use areas associated with the Service Facilities. The common use area provides access, a storm water drainage and retention system, and infrastructure required for the Service Facilities. All common use area costs and expenses are the responsibility of the Concessionaire together with the other concessionaires at the Airport. Common use area costs are to be prorated among the five (5) Service Facilities and recovered through Customer Facility Charge proceeds and/or Service Facility Rentals.

For additional information, please see Exhibits A-3 and A-4 that shows the Service Facility Area and detailed information about each Service Facility. The Service Facility is provided to the Concessionaire on a “net” basis, as hereinafter described.

Inventory of Furnishings, Fixtures, Equipment, and Systems

Exhibit A-4 shows the inventory of furnishing, fixtures, and equipment being provided to the Concessionaire for its use during the term of the Agreement. The Concessionaire is financially responsible for all furnishings, fixtures, and equipment conveyed in this Agreement for its use. At the end of the term of this Agreement, the City and the Concessionaire will inventory these items and assess their condition. The Concessionaire will reimburse the City for all missing items. The Concessionaire will reimburse the City for and worn items (less reasonable wear and tear as determined by the City) within thirty (30) days of the end of the term of this Agreement.

Service Facilities Systems and Equipment

The City has equipped each Service Facility with the following systems and equipment:

Fuel system

Car wash system

Mechanical automobile hoist

Automated overhead doors

Fire alarm/fire suppression systems

Heating, ventilating, and air conditioning (HVAC) system

Gate access

Vacuum systems

Compressed air and fluids systems

Prior to the Concessionaire commencing operations, the Concessionaire and the City shall jointly register the underground storage tank system and fuel system pursuant to Section 376.303, Florida Statutes and Rule 62-761 of the Florida Administrative Code. The Concessionaire shall be designated as the Facility Owner/Operator and the Facility Account Owner. The City shall be designated as the Property Owner.

Baseline Environmental Assessment

Prior to Concessionaire taking possession of the Leased Premises, the City shall, at its expense, obtain a baseline environmental assessment encompassing the Service Facility Area (attached hereto as Exhibit A-5, hereinafter, the "Assessment"). The City has selected Cameron-Cole LLC to perform the Assessment. If the Assessment recommends further investigation such as sampling and testing, the City will undertake, at its expense, to obtain such additional testing. (The initial Assessment and any additional testing, (hereinafter, the "First Environmental Review"). The environmental consulting firm selected to perform the additional testing must be insured for errors and omissions with a minimum limit of One Million Dollars (\$1,000,000) per occurrence with a deductible no greater than Twenty-Five Thousand Dollars (\$25,000), and its insurance policy must show the City and the Concessionaire as additional insureds for purposes of this project. The Assessment will be certified to the City and the Concessionaire and will contain no limitation of liability for errors and omissions. The parties hereby accept the findings of the Assessment as an accurate assessment of the existing environmental conditions in the Service Facility prior to the Concessionaire's use.

The parties hereto acknowledge that prior environmental investigations revealed that certain minimum levels of the pesticide dieldrin are present in the groundwater underlying the Service Facility Area that are believed to be from an offsite source. For purposes of establishing a proper baseline of environmental conditions in the Service Facility Area for use between the parties hereto, the presence of the constituent dieldrin is not deemed material and will be ignored.

AS IS Condition of Leased Premises

The terminal building office and counter area, rental car ready/return spaces and kiosks, and the Service Facility are collectively referred to as the Concessionaire's Leased Premises.

The Leased Premises shall be taken by the Concessionaire in the "AS IS" condition, subject to all defects on, above, and below ground, latent and patent, and shall be improved, maintained, and operated at the Concessionaire's sole cost and expense except as may otherwise be specifically provided in this Agreement. The occupancy and use of the Service Facility shall be accepted by the Concessionaire subject to all conditions and liabilities, including, without limitation, those identified in the Assessment and those that may not be identified therein. It is the express intention of the parties hereto that the Concessionaire's improvements upon, and use and occupancy of, the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Concessionaire.

Construction Inspection

Prior to the Concessionaire's tenancy, in addition to reviewing the Assessment, representatives of the City and of the Concessionaire shall jointly inspect the Service Facility and identify warranty work that is new or outstanding and that should be corrected. During the inspection, systems and equipment will be tested to assure that they are fully functional. Upon completion of the inspection and testing, representatives of the City and of the Concessionaire will execute a certificate of inspection and acceptance of the Service Facility. During the first (1st) year of operations in the Service Facility Area, the Concessionaire will work with City staff to identify all construction warranty work that may be required to the City's improvements.

End of Warranty Inspection

Representatives of the City and of the Concessionaire shall jointly inspect the Leased Premises and identify any warranty work that is new or outstanding and that should be corrected under the City's construction warranty, thirty (30) days prior to the end of the construction warranty period for the Service Facility. Upon completion of all warranty work, the City and the Concessionaire will execute a release of all construction warranty issues.

END OF ARTICLE

Article 4 PRIVILEGES AND USES

The City hereby grants to the Concessionaire, subject to all terms and conditions of this Agreement, the following privileges.

Nonexclusive Right to Operate a Rental Car Concession

By its execution of this Agreement, the City hereby grants to the Concessionaire the right, privilege, and obligation to operate a rental car concession at the Airport. Pursuant to said Agreement, the Concessionaire is hereby authorized to lease or rent to the public Motor Vehicles, as said term is defined herein, from the rental car office and ticket counter area located in the Airport terminal building, assigned to the Concessionaire pursuant to Article 3 of this Agreement, "Leased Premises."

The Concessionaire is also hereby authorized to park and store Motor Vehicles, as said term is defined herein, owned, leased, or covered under some other arrangement by which the Concessionaire has the right to use said vehicles in its operation hereunder in its Service Facility and in the parking garage spaces assigned to the Concessionaire pursuant to Article 3 of this Agreement, – Leased Premises.

The Concessionaire shall not lease or rent any other vehicles from the Airport, other than Motor Vehicles, as defined herein, that it owns, leases, or that are covered under some other arrangement by which the Concessionaire has the right to use said vehicles in its operations hereunder. Nor shall the Concessionaire park or store any vehicles in the parking garage spaces assigned to it pursuant to Article 3, "Leased Premises," other than Motor Vehicles, as defined herein, that it owns, leases, or that are covered under some other arrangement by which the Concessionaire has the right to use said vehicles in its operation hereunder, or that the Concessionaire's employees own and operate.

The Concessionaire may use the Service Facility included in its Leased Premises for administrative offices, storage of automobile parts, and the maintenance, cleaning, servicing, and temporary storage of vehicles rented by the Concessionaire to rental car customers under the provisions of this Agreement.

The Concessionaire shall have the right to train, at the Airport, personnel in its employ or to be in its employ only on its Leased Premises. The Concessionaire does not have the right to alter or install improvements on its Leased Premises without the prior written approval of the City as provided herein.

Concessionaire Branding

The Concessionaire shall be prohibited from operating at the Airport under any brand name or trade name other than the brand name(s) or trade name(s) that it originally designated in this Agreement in its response to the City's Request for Proposals. The Concessionaire shall operate and maintain all signage at the Airport only under the brand or trade name(s) originally designated in its response to the City's Request for Proposals. No other brand name shall be used or displayed by the Concessionaire at the Airport or upon the Concessionaire's Leased Premises.

If the Concessionaire uses any particular brand or trade name under a license or franchise agreement, the Concessionaire represents and warrants to the City that the Concessionaire has been granted the right to use any such brand or trade name at the Airport for the entire term of this Agreement, pursuant to a franchise or license agreement with the trade name owner. At the City's request, the Concessionaire agrees to provide the City with a copy of the franchise agreement and reasonable evidence that such agreement remains in full force and effect throughout the term of this Agreement. The Concessionaire agrees that the termination of its right to use the Concessionaire's brand or trade name at the Airport, or to conduct a rental car concession on the Leased Premises of the type then conducted by or under license from the franchiser under the brand or trade name, shall constitute a material breach of the Concessionaire's obligations under this Agreement.

Signage

The Concessionaire shall operate and maintain all signage only under the brand or trade name(s) originally designated in its response to the City's Request for Proposals. No other brand names shall be used or displayed by the Concessionaire at the Airport or upon its Leased Premises.

The Concessionaire agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon its Leased Premises, or in or on any improvements or additions on its Leased Premises, without the prior written approval of the Airport Director (said approval shall not be unreasonably withheld) and that signs identifying the Concessionaire shall conform to reasonable standards established by the Airport Director with respect to type, size, design, condition, and location.

Access

Subject to the provisions hereof, the Rules, Regulations, and Ordinances, and such restrictions as the Concessionaire may impose with respect to its Leased Premises, the City hereby grants to the Concessionaire, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of access, ingress, and egress to the Leased Premises and to public areas and public facilities of the Airport.

The ingress and egress provided for above shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of the Concessionaire that the Concessionaire is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the City.

The City shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for the Concessionaire's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to the Concessionaire and a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall suffer no liability by reason thereof and such action shall in no way alter or affect any of the Concessionaire's obligations under this Agreement.

Leased Premises Use Requirement

If the Concessionaire shall fail to use any portion of its Leased Premises for a period of more than thirty (30) days during the term of this Agreement, the City shall have the right, but not the obligation, to reduce the Concessionaire's Leased Premises by the portion that has remained unused for said period.

Concessionaire Employee Parking

The Concessionaire shall have the right to the use of reasonably adequate vehicular parking facilities for its employees at the Airport in common with other terminal building employees. Such facilities shall be located in an area designated by the Airport Director. The City reserves the right to assess a reasonable charge for such employee parking facilities. Such charge for Concessionaire employee parking shall not exceed that which is charged to other commercial tenants of the terminal building. Nothing in this article shall be construed as prohibiting the Concessionaire from allowing its employees to park in other areas leased by the Concessionaire and approved in advance by the Airport Director for such use.

Use of the Airport or Airport Facilities by Concessionaires Suppliers, Contractors, and Service Providers

It is understood that if the Concessionaire's suppliers, contractors, and furnishers of services exclusively use any portion of the Airport or facilities of the City, then the City may charge reasonable fees therefor, but nothing herein gives the Concessionaire the right to grant to any other party the privilege to use any portion of the Airport or facilities of the City.

Disposal of Equipment

The Concessionaire may not dispose of equipment owned by the City and provided to the Concessionaire for its use.

Restriction on the Concessionaire's Operation

The following restrictions apply to the conduct of the Concessionaire's operations on the Airport:

The rights granted to the Concessionaire hereunder shall be expressly limited to maintaining and operating a rental car business on the Airport and functions incidental and related thereto.

The Concessionaire shall not receive its customers at any on-Airport location other than its counter in the baggage claim area of the terminal building and its kiosk in the ready car area.

The Concessionaire is prohibited from the sale of new or used Motor Vehicles or other vehicles to the public at the Airport.

Except where authorized by the Airport Director in writing, the Concessionaire is prohibited from selling fuel to any other person/entity and from servicing, parking, or storing any vehicles other than those rental cars used by the Concessionaire in its business at the Airport.

Should such activities be approved in writing by the Airport Director and conducted by the Concessionaire, the gross receipts therefrom shall be subject to payment by the Concessionaire of a percentage fee greater than the Privilege Fee on Gross Receipts for on-

Airport rental car concession operations as established by this Agreement for all other sales and services of the Concessionaire, or such other fee as the parties may agree upon by written amendment to this Agreement.

Further:

1. The Concessionaire shall not permit public parking with or without charge on its Leased Premises at the Airport
2. The Concessionaire may not lease, rent, park, store, service, fuel, or clean Motor Vehicles, or other vehicles, not owned or leased by the Concessionaire, or that are not covered under some other arrangement by which the Concessionaire has the right to use said vehicles in its operation hereunder.
3. The Concessionaire may not engage in the placement or dispensing of brochures, pamphlets, leaflets, or like items on the Airport whether for profit or on a promotional basis.
4. The Concessionaire may not use the Leased Premises for any commercial or noncommercial purpose, other than the authorized purposes set forth in this Article unless the City authorizes said additional use of the Leased Premises in writing in the future.
5. The Concessionaire shall not remove, demolish, or replace, in whole or in part, any material elements of the Leased Premises, including equipment and systems, without the prior written consent of the Airport Director, who may, at his discretion, condition such consent upon the obligation of the Concessionaire to replace same by an improvement specified in such consent.
6. The Concessionaire understands that the City reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the Leased Premises and the public areas and facilities of the Airport used by the Concessionaire.

Telecommunications

With regard to telecommunications within the Concessionaire's Leased Premises, the Concessionaire is responsible for providing its own telecommunication systems as well as all costs associated with such systems. The Concessionaire is responsible for the installation and maintenance of its own telephone and computer systems, including lines and cables.

The Concessionaire may only install telecommunication systems within its Leased Premises after it receives the prior written approval of the Airport Director.

Concessionaire Otherwise Responsible

The Concessionaire shall otherwise obtain all licenses/permissions necessary for, and pay all costs and expenses incurred with respect to, its operation of a rental car concession, it being understood and agreed that the City shall not, except as specifically set forth in this Agreement, be required to furnish services of any nature with respect to the operation of the rental car concession. The Concessionaire hereby assumes full and sole responsibility for the

supply of and payment for all licenses, services, and operational costs associated with any and all aspects of its rental car concession at the Airport. This requirement includes, without limitation, all taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Concessionaire or the City.

Independent Agreement

This Agreement shall be deemed independent of any agreement the City executes with any other Concessionaire providing identical or similar services. The City and the Concessionaire may hereafter modify the Agreement they have executed, without the City being under any obligation to modify, or to offer to so modify, the agreements it has executed with other Concessionaires, unless the City must so modify or offer to so modify the other agreements in accordance with applicable federal and/or State law extant at the time of said modification.

END OF ARTICLE

Article 5

GENERAL USE OF LEASED PREMISES

Noninterference with Utility Systems

The Concessionaire shall not do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, air conditioning systems, communications systems, and electrical systems, if any installed or located on or within the Leased Premises of the Airport. The Concessionaire shall indemnify and hold the City harmless for any and all damages and/or expenses incurred by the City due to the interference by the Concessionaire or any of its subcontractors with the systems listed above.

Duty to Report Malfunctions

The Concessionaire shall report all malfunctions of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, air conditioning systems, communications systems, electrical systems, rental car servicing equipment, and any other system or equipment, if any installed or located on or within the Leased Premises, to the City as soon as discovered.

Hazardous Materials and Regulated Substances

The Concessionaire shall not keep or store flammable liquids within the enclosed portion of its Leased Premises, except in rooms or tanks or other approved containers especially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters, and approved by the City from the standpoint of safety. Any such liquids having a flash point of less than one-hundred degrees (100°) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

Any and all materials stored, handled, used, or disposed of by the Concessionaire or the Concessionaire's tenants shall be the responsibility of the Concessionaire, which shall ensure that all laws, rules, and regulations of the City, the FAA, the U.S. Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP), and local, State, and federal governments and agencies are followed.

The Concessionaire shall not use the Leased Premises to generate, manufacture, refine, heat, produce, or process any Regulated Substances. The Concessionaire shall handle, store, transfer, and dispose of Regulated Substances, "Substances Hazardous to the Environment," and "Hazardous Waste" in compliance with all applicable local, State, and federal Environmental Laws.

At its own expense, the Concessionaire shall at all times comply with all of the provisions of Chapters 62-761 and 62-762 of the Florida Administrative Code, as may be revised at any time, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; and maintenance and preventative maintenance programs. The Concessionaire will be responsible for all spillage, overflow, or escape of gases, petroleum, or petroleum products and for all fines and penalties in connection therewith whether contained or allowed to

escape off premises. The Concessionaire shall display its registration certificate as required by law and maintain appropriate documentation of insurance.

The Concessionaire shall train its employees and will use its best efforts to instruct employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities at the Airport will be attended by a designated trained Concessionaire employee.

The Concessionaire shall provide the City with a list of the types and quantities of Regulated Substances to be used in the Concessionaire's operation. All Material Safety Data Sheets shall be properly maintained and updated onsite. Additional Regulated Substances shall not be allowed on the Airport without the City's Airport Director's prior written consent.

No use of spray application automotive paint shall be allowed on the Leased Premises without the prior written consent of the City.

Deprivation of Public Use

The Concessionaire shall not conduct its operation in a manner that deprives the public of its rightful, equal, and uniform use of the Airport property.

Interference with Use by Others

The Concessionaire shall not interfere with reasonable use by others of common facilities at the Airport.

Creation of Safety Hazards

The Concessionaire shall not conduct its operations in such a way as to hinder police, fire fighting, or other emergency personnel in the discharge of their duties or as to constitute a hazardous condition that would increase the risks typically attendant with the operations contemplated under this Agreement.

Creation of Nuisance

The Concessionaire shall not commit any nuisance or knowingly do or permit to be done anything that may result in the creation or commission of a nuisance at or near the Airport.

Release of Noxious Gases

The Concessionaire shall not cause, produce, or permit to emanate from its Leased Premises any unusual, noxious, or objectionable smokes, gases, vapors, fumes, or odors.

Use of Area for Lodging

The Concessionaire shall not use the Leased Premises or any part thereof for lodging or sleeping purposes.

Trash, Garbage, and Other Refuse

The Concessionaire shall make suitable arrangements for the temporary storage for collection and for removal from the Leased Premises of all trash, garbage, and other refuse resulting from the Concessionaire's operations or the operation of others on the Leased Premises. The Concessionaire shall provide appropriate covered metal receptacles in an attractive, safe, and

sanitary manner, and store such receptacles in an inconspicuous place on the Leased Premises. The Concessionaire shall pay for all such costs. The Concessionaire shall provide the City with a copy of any contract Concessionaire enters into with a garbage or waste company or disposal service.

Airport Operations

The City reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft types now known or hereafter used, and for the navigation of flight in said airspace for landing on, taking off from, or operating at the Airport.

The Concessionaire expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Leased Premises in compliance with the requirements of Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*.

The Concessionaire expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Leased Premises and any leasehold improvements that would interfere with or adversely affect the operation or maintenance of the Airport, or that would otherwise constitute a hazard at the Airport.

The Concessionaire agrees to advise any tenants of its Airport operations and to hold the City harmless from any complaints or losses or alleged losses of the Concessionaire or tenant from said Airport operations.

Reserved Rights and Privileges

All rights and privileges not specifically granted to the Concessionaire in this Agreement are reserved to the City.

END OF ARTICLE

Article 6
RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In return for the use of the facilities, rights, licenses, and privileges granted hereunder and for the undertakings of the City, the Concessionaire agrees to pay the City without deduction or set-off, during the term of this Agreement, certain rentals, fees, and charges as set forth herein, in the following manner.

RENTALS, FEES, AND CHARGES

Terminal Building Rentals

For the use of the counter and associated space designated in Exhibit A-1, a rental rate per square foot of space equal to that paid by the airlines serving the Airport for counter and associated space, shall be payable in advance to the City, without invoice in equal monthly installments and without demand, on the first day of each calendar month of this Agreement. The Concessionaire's terminal building rental rate will be recalculated each year during the term of this Agreement and shall be effective October 1st each year.

The City will provide the Concessionaire with notice of the succeeding Fiscal Year's terminal building space rental rate in August each year during the term of this Agreement. The Fiscal Year 2014 rental rate is Fifty-One dollars and Sixteen cents (\$51.16) per square foot.

Ready Car Area Rent

For the ready/return spaces designated in Exhibit A-2, Concessionaire will not be required to pay Ready Car Area Rent unless the Ready Car Area Customer Facility Charge proceeds are not adequate to pay the total debt service, operation and maintenance expenses and financing expenses and requirements of Ready Car Area. If the Ready Car Area Customer Facility Charge is inadequate to pay call costs and expenses, the City will charge Concessionaire and other rental car companies, using the area, a Ready Car Area Rent calculated to recover the projected Ready Car Area Rental requirement. The Ready Car Area Rental requirement is the difference between total expenses and projected Ready Car Area Customer Facility Charge proceeds. The Ready Car Area Rental requirement will be prorated over all of the Ready Car Area parking stalls assigned to Concessionaire and will be payable monthly in advance,

Kiosk Rent

For rental car kiosks in the rental car parking garage, the sum of One Dollar (\$1.00) per year shall be paid to the City in advance and without demand on the first day of each Agreement Year.

Service Facility Ground Rent

Effective August 1, 2019 and continuing to the end of the term of this Agreement, for the Service Facilities shown on Exhibit A-3 the annual Ground Rent is \$233,000 per year. The \$233,000 is the prior period's Ground Rent of \$215,000 increased by the change in the Consumer Price Index from FY 2014 to FY 2019. Effective August 1, 2019, the Ground Rent for each Service Facility is as follows:

	Acres	Annual Ground Rent
Service Facility No. 1	3.08	\$ 60,000
Service Facility No. 2	2.12	41,000
Service Facility No. 3	3.10	60,000
Service Facility No. 4	2.11	41,000
Service Facility No. 5	1.60	31,000
	12.01	\$233,000

The Service Facility Ground Rent is payable to the City monthly in advance and without demand on the first day of each calendar month.

Service Facility Rent

It is the City's goal to pay the Service Facility and Service Facility Area financing costs and debt service, the City's Service Facility Area operating and maintenance expenses, and allocated Airport expenses from the proceeds of the Service Facility Customer Facility Charge. However, if during the term of this Agreement, the Service Facility Customer Facility Charge Proceeds (see definition below) are not sufficient to pay all of the City's costs and expenses associated with the Service Facilities and Service Facility Area, the City will charge the Concessionaire a Service Facility Rent in accordance with the City of Pensacola Code, Section 10-2-100, to recover all of the City's costs and expenses associated with the Service Facility Area.

On or before August 1st each year, the City will provide the Concessionaire with a Service Facility Report that shows calculations to determine if Service Facility Rent is required to supplement the Service Facility Customer Facility Charge Proceeds in the subsequent Fiscal Year. The report will present an analysis showing the following.

Service Facility Area Requirement: Calculation of the projected annual Service Facility Area Requirement for the next Fiscal Year, which equals the sum of the following:

1. The total of all direct and allocated indirect operating and maintenance expenses of every kind relating to the Service Facility Area.

2. An amount up to 1.25 times annual debt service, or such other amount as may be required by the Bond Resolution, Bank of America Loan Agreement, or other financing documents that are allocable to the Service Facility Area.
3. The total operating and maintenance reserve requirement allocable to the Service Facility Area as defined in the City's Bond Resolution.
4. The amount of the annual requirement of any subordinate security or loans made to the Airport by the City or other loans pertaining to the Airport and allocable to the Service Facility Area.
5. The amount of other deposits, if any, required by the Bond Resolution, Bank of America Loan Agreement, or other financing documents that are allocable to the Service Facility Area.
6. Any other Airport expense not included in Items 1 through 5 above.
7. Any overpayment or underpayment for operation of the Service Facility Area during the then-current Fiscal Year or any adjustment carried over from the preceding Fiscal Year to reflect any difference between actual versus estimated Service Facility Customer Facility Charge Proceeds or Service Facility Area expenses.

Service Facility Customer Facility Charge Proceeds: The report will show the projected Service Facility Customer Facility Charge proceeds for the next Fiscal Year. The Service Facility Customer Facility Charge Proceeds are hereby defined as the total amount of Service Facility Customer Facility Charge Proceeds projected to be remitted by the Concessionaire and other rental car companies plus interest on the Service Facility Customer Facility Charge Proceeds (if any).

Service Facility Area Net Rental Requirement: The report will show the Service Facility Area Net Rental Requirement for the succeeding Fiscal Year, calculated by subtracting the projected Service Facility Customer Facility Charge Proceeds from the Service Facility Area Requirement. The difference, if any, is the Service Facility Area Net Rental Requirement.

Concessionaire's Service Facility Area Rent: The report will show the calculation of the Concessionaire's Service Facility Area Rent, if any. The report will show the Service Facility Area Net Rental Requirement being allocated to rented Service Facilities based on the capital cost of each rented Service Facility, divided by the City's total capital costs of all rented Service Facilities. The Service Facility Area Net Rental Requirement allocated to each rented Service Facility shall be the Concessionaire's Service Facility Rent.

Service Facility Rent shall be payable to the City monthly in advance on the first day of each month. Service Facility Rent will be applied exclusively to pay the City's cost and expenses of the Service Facility Area.

Anytime during a Fiscal Year it appears that the Service Facility Customer Facility Charge Proceeds, whether or not supplemented with Service Facility Area Rent for the Fiscal Year,

will not be sufficient to pay when due all of the City's costs and expenses associated with the Service Facilities and the Service Facility Area, the City may increase the Service Facility Area Rent to a level that will, when combined with Service Facility Customer Facility Charge Proceeds, be sufficient to pay all of the City's costs and expenses of the Service Facilities and the Service Facility Area.

The City, after due notice to the Concessionaire, may, but is not obligated to, cure any Service Facility janitorial, maintenance, or preventive obligations or deficiencies on the Concessionaire's part in fulfilling the Concessionaire's covenants and obligations under this Agreement. Any amounts paid or costs incurred by the City to remedy such conditions are hereby agreed on and declared to be Additional Rent payable by the Concessionaire. In addition, the City will be entitled to an administrative fee of fifteen percent (15%) in addition to other expenses incurred. Unless otherwise provided herein, all Additional Rent shall be due and payable with the next succeeding installment of monthly rent due from the Concessionaire to the City under this Agreement.

Privilege Fee

In addition to the other fees, rents, and charges described in the Agreement, the Concessionaire shall pay to the City, without deduction or set-off, for the privilege of operating its rental car concession from the Airport, the Minimum Annual Guarantee or ten percent (10%) of Concessionaire's month Gross Revenue for each brand, whichever is greater, for each month during the Term hereof.

Beginning on the commencement of this Agreement, the Minimum Annual Guarantee for each Agreement Year shall be prorated on a monthly basis and paid, without demand, in an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee in advance on the first day of each calendar month during the period of this Agreement. All payments are to be made in lawful money of the United States of America at the office of the Airport Director or by wire transfer.

The Privilege Fee is ten percent (10%) of Gross Revenues for the month or the monthly portion of the Minimum Annual Guarantee; whichever is greater, as defined in Article 1 of this Agreement. Said Privilege Fee shall be computed based on the Concessionaire's Gross Revenues each month and, on or before the twentieth (20th) day of the calendar month immediately following the month in which such revenues were generated at the Airport, the Concessionaire shall pay to the City the Privilege Fee to the extent that it exceeds the monthly payment of the Minimum Annual Guarantee, if any, which was owing and paid for that month by the 20th day of the calendar month immediately following the month in which such revenues were generated.

Within ninety (90) days of the end of each Agreement Year, the Concessionaire shall submit to the City a Certified Annual Statement of the previous Agreement Year's Gross Revenues. In the event that an underpayment or overpayment has been made by the Concessionaire, the Concessionaire shall notify the City of said underpayment or overpayment and an amount equal to such payment shall be paid by or credited to the Concessionaire, upon verification of the Certified Annual Statement by the City's auditor, within sixty (60) days after receipt.

Pass Through Privilege Fee

The Concessionaire acknowledges that the its Privilege Fee payments by Concessionaire to the City under this Agreement are for the Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the City upon the Concessionaire's customers. The City does not require, but will not prohibit, a separate statement of and charge for the percentage fee ("Concession Recovery Fee") on customer invoices or rental agreements, ("Concession Recovery Fee"), provided that such Concession Recovery Fee meets the following conditions:

1. Such Concession Recovery Fee must be labeled on the customer invoice or rental agreement "Concession Recovery Fee," "Concession Recoupment Fee," or such other name first approved by the City in writing.
2. The Concession Recovery Fee must be shown on the customer rental agreement and invoiced with other Concessionaire charges (i.e., above the line).
3. The Concession Recovery Fee as stated on the invoice and charged to the customer shall be no more than eleven and one-tenths percent (11.1%) of Gross Revenues and shall be specifically included in the definition of Gross Revenues for purposes of remittance to the City.
4. The Concessionaire shall neither identify, treat, nor refer to the Concession Recovery Fee as a tax, nor imply that the City is requiring the pass through of such fee.
5. The Concessionaire shall comply with all applicable laws, including Federal Trade Commission requirements and any commitment to or contractual obligation by the Concessionaire with any group of State Attorneys General.

Failure to comply with the above rules at all times will result in the following:

For the first infraction, the City will give the Concessionaire thirty (30) days in which to cure and fully comply with the above rules. Should the Concessionaire fail to cure and comply within this period, the Concessionaire will lose its rights to impose this fee for the period of the Agreement.

For any subsequent infractions, the Concessionaire shall immediately lose its rights to impose this fee for the period of the Agreement.

Liquidated Damages from Late Payments

If the Concessionaire is in arrears for seven (7) days or more following the due date of any amount payable to the City hereunder for two or more occurrences in the given contract year, the parties acknowledge that additional clerical, accounting, and other work will need to be performed that would not otherwise be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify in advance, the parties hereby agree that the Concessionaire shall pay, as a reasonable charge, liquidated damages for the late payment in the amount of one and one-half percent (1.5%) per month,

applicable from the date such payment was due to the date of actual payment. If the maximum charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount. This late charge will be calculated and charged on a monthly basis.

Utilities

The Operating and Maintenance Responsibilities Matrix, Exhibit C hereto, describes the responsibilities of the City and the Concessionaire for providing and paying the cost of utilities.

Terminal Building

With regard to portions of the Leased Premises in the terminal building, the City shall provide, at its expense, existing power, air conditioning, and heating for the Concessionaire's office and counter area, as shown on Exhibit A-1. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Concessionaire, at the Concessionaire's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this Agreement, the Concessionaire shall not render any utility lines inaccessible.

The City reserves the right to install, maintain, repair, remove, and replace any utility lines located in the Concessionaire's office area and counter as necessary or appropriate, along with the right to enter the office area and counter at all reasonable times to accomplish the foregoing, taking reasonable precautions to avoid disruption of the Concessionaire's authorized activity at the Airport.

Ready Car Area

With regard to portions of the Leased Premises in the ready car area, the City shall provide, at its expense, existing lighting and power. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Concessionaire, at the Concessionaire's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this Agreement, the Concessionaire shall not render any utility lines on the Airport inaccessible.

The City reserves the right to install, maintain, repair, remove, and replace any utility lines located in the Concessionaire's ready car area as necessary or appropriate at all reasonable times to accomplish the foregoing, taking reasonable precautions to avoid disruption of the Concessionaire's authorized activity at the Airport.

Service Facility

The Concessionaire is responsible for all utility costs and fees of every kind for its Service Facility. The Concessionaire will set up its own utility accounts with the exception of those for water and sewer. With regard to portions of the Leased Premises in the Service Facility Area, the City shall provide water and sewer for the Concessionaire's Service Facility, as shown on Exhibit A-4. The City will invoice the Concessionaire monthly for the water and sewer services used at its Service Facility. Payment of the utility invoice is due within ten (10) days of delivery of said invoice.

The Concessionaire will provide for its own trash collection and removal at its Service Facility.

The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Concessionaire, at the Concessionaire's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this Agreement, the Concessionaire shall not render any utility lines at the Airport inaccessible.

The City reserves the right to install, maintain, repair, remove, and replace any utility lines located in the Concessionaire's office area, as necessary or appropriate, along with the right to enter the office area at all reasonable times to accomplish the foregoing, as necessary or appropriate, taking reasonable precautions to avoid disruption of the Concessionaire's authorized activity at the Airport.

Net Agreement

It is the intent and purpose of the City and the Concessionaire that all rentals, fees, and charges payable by the Concessionaire hereunder shall be absolutely net to the City so that this Agreement shall yield to the City the entire rentals, fees, and charges herein specified, in each Agreement Year hereunder, free of any charges, assessments, impositions, taxes, or deductions of any kind or character that may be charged, assessed, or imposed on or against the Concessionaire, as the Concessionaire of the Leased Premises, without abatement, deduction, or set-off by the Concessionaire.

The City shall not be expected or required to pay any such charge, assessment, taxes, or imposition, or be under any obligation or liability hereunder with respect thereto. All losses, costs, expenses, and obligations of any kind relating to the operation and maintenance of the Leased Premises and the City's equipment and systems that may be a part thereof that may arise or become due during the term hereof shall be paid by the Concessionaire, and the Concessionaire shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all such losses, costs, expenses, and obligations.

Additional Fees and Charges

If the City has paid any sum or sums or has incurred any obligations or expenses for which the Concessionaire has agreed to pay or reimburse the City, or if the City is required or elects to pay any sum or sums or incurs any obligations or expenses (a) by reason of failure, neglect, or refusal of the Concessionaire to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Agreement after written notice thereof by the City to the Concessionaire; or (b) as a result of an act or omission of the Concessionaire contrary to said conditions, covenants, and agreements; then the Concessionaire agrees to pay to the City the sum or sums so paid or the expenses so incurred, including all interest, costs, damages, and penalties, plus twenty-five percent (25%) of the total of the foregoing items as administrative overhead, and the same may be added to any installment of the fees and charges thereafter due hereunder, and each and every part of the same shall be and become additional fees and charges recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fee and charges. The Concessionaire's failure to contest the reasonableness of any invoice of the City within thirty

(30) days of receipt thereof shall constitute a waiver of the right to contest the validity of the City's records of expenses incurred as prima facie proof of the reasonableness of such expenses. After 30 days following receipt, as aforementioned, regarding any suit, action, or proceeding between the parties hereto, any receipt showing payment of any sum or sums by the City for any work done or material furnished, whether by the City's employees or by contractors hired by the City, shall constitute prima facie proof of the necessity and reasonableness of the charges evidenced by said receipt.

Time and Place of Payments

The Concessionaire will pay the City, without invoice, that which is due and owing to the City as follows.

Terminal building space rentals, ready car area parking stall rentals, and Service Facility rentals shall be payable, without notice or invoice, on the first day of each calendar month for such calendar month or portion thereof, in advance, with sufficient timeliness so as to be received by the City on or before the first calendar day of the month, beginning on the commencement date of this Agreement and continuing thereafter on or before the first calendar day of each month throughout the term of the Concessionaire's leasehold interest in the Leased Premises. Rental for any period less than a full calendar month shall be prorated.

Kiosk rentals shall be payable, without notice or invoice, on the first day of each Agreement Year for such Agreement Year or portion thereof, in advance, with sufficient timeliness so as to be received by the City on or before the first calendar day of the Agreement Year.

The Minimum Annual Guarantee for each Agreement Year shall be prorated on a monthly basis and paid, in an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee, in advance, on the first day of each calendar month during the term of the Agreement. The monthly Minimum Annual Guarantee shall be payable, without notice or invoice, on the first day of each calendar month for such calendar month or portion thereof, in advance, with sufficient timeliness so as to be received by the City on or before the first calendar day of the month, beginning on the commencement date of the Agreement and continuing thereafter on or before the first calendar day of each month throughout the term of the Agreement.

The Privilege Fee shall be computed for each month's Gross Revenues, as required above, and the Concessionaire shall pay to the City the Privilege Fee (the amount by which the Privilege Fee exceeds the monthly Minimum Annual Guarantee), if any, by the twentieth (20th) day of the calendar month immediately following the month in which such revenues were generated.

Payments to the City may be made by wire transfer to the following account:

Wachovia Bank
BA Routing Number 063000021
Acct # 2118800211620

Address: 225 Water Street
Jacksonville, Florida 32202

Credit to: City of Pensacola/dba/Pensacola International
Airport
Airport Revenue Fund Account #404

If the above wire transfer account information changes, the City, if feasible, will give the Concessionaire advance written notice. The City agrees to provide the Concessionaire as much notice as is practical under the circumstances.

If the Concessionaire elects not to make payments by wire transfer, payments to the City shall be made at the Office of the Airport Director as set forth below or at such other place as may hereafter be designated by the City. Checks should be written to the City of Pensacola.

Airport Director
Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

Performance Security

The Concessionaire agrees to provide the City with an irrevocable Letter of Credit provided by a bank acceptable to the City in a form substantially the same as the exhibits provided in the City's Request for Proposals, renewable annually in a sum equal to no less than the total the Minimum Annual Guarantee, Ground Rent, and CFC collections equal to four (4) months for the then current year as set forth in Articles 6 and 7 of this Agreement and the full amount of the irrevocable Letter of Credit shall be at risk at all times.

In addition to an irrevocable Letter of Credit, the Concessionaire agrees to provide the City with a Performance Bond and Labor and Material Payment Bond for any construction or capital improvements undertaken by the Concessionaire during the term of this Agreement in a sum equal to the full amount of the construction contract award.

The Concessionaire shall be required to provide certification that surety companies executing bonds appear on the Treasury Department's most current list, Circular 570 as amended, and are authorized, in good standing with the Department of Financial Services, to transact business in the State of Florida.

REQUIRED REPORTS

Monthly Activity Report

The Concessionaire shall furnish the City on or before the twentieth (20th) day of each month an accurate report setting forth all data necessary to calculate rentals, fees, and charges due under the Agreement. This report shall be in a format as prescribed by the City in Exhibit E and with detailed backup data, which shall be submitted in an electronic medium satisfactory to the City and shall include, but not be limited to, an itemized statement for the concession and CFC revenues generated by the Concessionaire's operations at the Airport. Said statement shall separately identify any credits or reimbursements. The report is to be signed by a responsible accounting officer of the Concessionaire.

If the Concessionaire fails to furnish the City with the Monthly Activity Report during any month of the Agreement Year, the Concessionaire's rentals, fees, and charges will be estimated from prior months for which such data are available. Any necessary adjustments shall be calculated after the Concessionaire delivers an accurate activity report to the City for the month in question. Any resulting surpluses or deficits shall be applied as credits or charges to the appropriate invoices in the next succeeding month.

Annual Reports

The Concessionaire shall furnish the City with a written statement, for each rental car brand it operates, signed by the Chief Financial Officer of the brand, stating that the Privilege Fee and CFCs paid to the City during the preceding Agreement Year by each brand were a true and accurate reflection of all the revenue generated by each brand and that the payments were made in accordance with the terms and conditions of the Agreement.

In addition, the Concessionaire shall, at its sole cost and expense, employ an independent Certified Public Accountant who shall furnish, within ninety (90) days after the close of each Agreement Year, a certified statement to the City stating that, in its opinion, the Privilege Fees and CFCs paid by the Concessionaire to the City during the Agreement Year (the preceding twelve- [12-] month period) pursuant to this Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the Gross Revenues and CFC revenues as shown on the books and records of the Concessionaire and that were used to compute the fees paid to the City during the period covered by the statement. No credit adjustment for prior fiscal periods will be made after verification of the Concessionaire's Annual Report by the City.

Internal Audits, Investigations, Reviews

Should the Concessionaire conduct internal audits, investigations, or reviews of its operations at the Airport that reveal overpayments by the Concessionaire to the City, before taking a credit for the amount of the overpayment, the Concessionaire will give the City notice of its internal audit, investigation, or review, provide the City copies of the documentation developed, and obtain the City's concurrence concerning the amount of the overpayment and timing of credits against prospective invoices. The City will make no credit adjustment for prior fiscal periods after verification of the Concessionaire's Annual Report.

Environmental Reports

The Concessionaire shall provide to the City, on an ongoing basis and as updates are required, copies of applicable environmental permits and reports, as well as any notices, orders, citations, or inspection reports issued by applicable regulatory authorities. For any reporting required pursuant to Rule 62-770 or 62-780 of the Florida Administrative Code, the Concessionaire shall provide the City with draft copies of the reports. The City shall be allowed sufficient time to review such reports before submittal to the regulatory agency is required.

Audit

The Concessionaire shall, during the term of this Agreement and for three (3) years thereafter, permit, upon the receipt of reasonable written notice, inspections and audits by the

City through its employees and/or representatives of all records and books of account, including, but not limited to, its general ledger, State and federal income tax returns and Florida sales tax return records, including such records as may be required by the Airport Director to be maintained by the Concessionaire and information required to be maintained pursuant to any provision of this Agreement. It is further understood and agreed that any such inspection and audit shall be conducted during the business hours of the Concessionaire and that the Concessionaire shall make all of the aforesaid records, books of account, and other documentation available at a location designated in writing by the Airport Director.

Records that reflect the Concessionaire's performance shall be maintained or made available in Pensacola, Florida. In the event that all necessary records, books, and other pertinent information are not maintained or made available in Pensacola, Florida, all reasonable travel expenses (transportation, lodging, meals, and incidentals) incurred by the City or its authorized representative in the course of such audit shall be reimbursed by the Concessionaire upon presentation of an invoice with supporting bills/receipts attached.

In the event that an inspection or audit by or on behalf of the City discloses any discrepancy in any statement or statements of Gross Revenues or the CFC revenue collections of the Concessionaire or in the amount of any sums of money owed to the City, the Concessionaire shall forthwith pay the sum of monies owed to the City plus a service charge of two percent (2%) of said sum per month for each month from the date said sum shall have been paid to the City to the date payment is made to the City. Further, in the event that an aforesaid audit or inspection discloses a single cumulative discrepancy in excess of three percent (3%) of the amount previously paid by the Concessionaire to the City on account of the audit period in question, the Concessionaire shall forthwith pay to the City the cost of the audit or inspection. Said cost of the audit or inspection shall include all direct and indirect salary costs of the City, any charges made by any consultant of the City, and any materials, supplies, and administrative overhead (as shall be determined by the Airport Director from time to time during the term of this Agreement).

Nothing contained in this section shall preclude the City from terminating this Agreement in the event that any inspection or audit discloses a discrepancy or discrepancies as indicated in this section. In the event that the City retains counsel to collect any sums owing to it from the Concessionaire, the Concessionaire agrees to pay to the City the sums expended by the City on account of the retention of such counsel as well as expenses incurred by the City, including all direct and indirect salary costs, materials, supplies, and administrative overhead.

Rental Contract Form Requirements

All rental contract forms used by the Concessionaire in its operations at the Airport under this Agreement shall be sequentially controlled and contain the words "PENSACOLA INTERNATIONAL AIRPORT" in bold print. The Concessionaire shall maintain records and controls pertaining to the prenumbered series assigned to the Airport and shall submit them monthly to the City. The records pertaining to the series assigned to the Airport shall be available for inspection and examination at all times by the City or its duly authorized representative.

END OF ARTICLE

Article 7

CUSTOMER FACILITY CHARGES

During the term of this Agreement, the City shall impose, and the Concessionaire will collect and remit to the City, a Customer Facility Charge assessed to rental car customers.

Customer Facility Charge Defined

The Customer Facility Charge shall be imposed on a transactional basis and shall be a fixed uniform amount applied each day, or fraction thereof, to each Customer Contract and shall be added to the amount collected by the Concessionaire from the rental car customer. The Customer Facility Charges collected by the Concessionaire shall be the amount established by the City for all on-Airport rental car operators. It shall be collected from all customers of the Concessionaire, including customers receiving complimentary or discounted car rentals under the Concessionaire's bona fide marketing plans. The Concessionaire shall be responsible for the amount of any Customer Facility Charges that it does not collect from its customers.

Customer Facility Charge Proceeds

An amount exactly equivalent to the Customer Facility Charges collected by the Concessionaire, as agent for the City, from rental car customers shall be payable to the City. Such amount shall be immediately due to the City upon collection by the Concessionaire, which shall be required to hold such amount in trust for the City's benefit. These funds shall be considered the City's property and the Concessionaire, as agent for the City, shall hold only a possessory interest, not an equitable interest, in these funds held in trust.

Customer Facility Charge Records and Controls

The Concessionaire shall maintain records and controls, which are sufficient to demonstrate the correctness of the Customer Facility Charge revenues collected by the Concessionaire and the amount of Customer Facility Charges to be paid to the City. The records shall be subject to the same audit and review requirements as all other remittances, as outlined in Article 6 hereof.

Customer Facility Charge Rates and Rate Recalculation

From July 2009 through September 2010, the daily Customer Facility Charge collection rate will be Four Dollars and Twenty-five Cents (\$4.25) per Contract Day. During each succeeding Fiscal Year for the term of this Agreement, the City will recalculate the daily Customer Facility Charge collection rate in accordance with Customer Facility Charge requirements.

In recalculating the Customer Facility Charge daily rate per Contract Day, the City will take into consideration all of the City's Service Facility Area costs and expenses (including all capital costs), the economic condition of the region, the state of the rental car market at the Airport, and the level of Customer Facility Charges at other airports similarly situated. No later than August 1st of each Fiscal Year during the term of this Agreement, the City shall notify the Concessionaire of the daily Customer Facility Charge collection rate for the succeeding Fiscal Year.

The City may adjust the Customer Facility Charge daily rate based on estimates of Contract Days for the upcoming Fiscal Year or other criteria. Approximately sixty (60) days prior to the end of the City's Fiscal Year, the City shall recalculate the Customer Facility Charge daily rate and notify the Concessionaire of the new Customer Facility Charge daily rate for the following Fiscal Year. Any credits or shortfalls from the prior Fiscal Year, as determined by the City, shall carry forward to the next Fiscal Year. The Concessionaire shall provide its estimate of Contract Days for the upcoming Fiscal Year no later than July 1, annually.

After receiving the estimate for the adjusted Customer Facility Charge, the City will invite Concessionaire and other rental car companies to a meeting to discuss the estimated Customer Facility Charge and the daily rates. The meeting shall be within twenty (20) days after the forwarding of the estimated Customer Facility Charges daily rates for the upcoming Fiscal Year.

The adjusted Customer Facility Charge rate shall become effective on October 1 of each year during the term of the Agreement. The foregoing notwithstanding, at any time during a Fiscal Year it becomes evident that the Customer Facility Charge proceeds will not be adequate, the City may increase the Customer Facility Charge daily rate upon thirty (30) days advance written notice to the Concessionaire.

Customer Facility Charge Reporting Requirement

The number of transactions completed by the Concessionaire shall be reported to the City in the Concessionaire's Monthly Activity Report. The report, signed by an authorized agent of the Concessionaire, is to be received by the City no later than the twentieth (20th) day of the month following such transactions and shall be remitted to the City with the Concessionaire's payment of the Customer Facility Charge proceeds.

Customer Facility Charges Remittance

The Concessionaire shall remit the amount equivalent to that collected by the Concessionaire at the Airport to the City no later than the twentieth (20th) day of each month. Any amounts not remitted by the 20th of the month shall be assessed Liquidated Damages from Late Payments, as described in Article 6.

Renters Tax on Customer Facility Charge-Financed Facilities

The City and the Concessionaire acknowledge that it is anticipated that individual members of the traveling public renting the Concessionaire's Motor Vehicles and directly benefiting from the ready car area and the Service Facility are to pay the Customer Facility Charge on each transaction and that such renters are also subject to any sales tax imposed by the State for the lease or license of real property arising from the use of the facility. It shall be the responsibility of the Concessionaire to separately state any such tax liability on its rental car contracts, collect such tax, and remit it to the State.

Registration Requirement

The Concessionaire shall register as a dealer in commercial real estate and issue a renter's rental certificate (in the form suggested in Rule 12A-1.039, Florida Administrative Code) to the City for the use of all parking spaces held for rental to the traveling public. The requirement of the preceding sentence relates only to the Concessionaire's status as a

“dealer” for purposes of the Florida sales and use tax imposed under Ch. 212, Florida Statutes, and Rule 12A, Florida Administrative Code. There is not intended to be any implications that the Concessionaire is expected to be a dealer in commercial real estate for any other purpose whatsoever, including, but not limited to, Ch. 475, Florida Statutes, relating to Florida real estate professionals.

END OF ARTICLE

**Article 8
RESERVED**

END OF ARTICLE

Article 9

PERFORMANCE AND SERVICE STANDARDS

In entering into this Agreement, foremost to the City is providing the public and the airline traveler with rental car facilities and services of high quality, commensurate with the trade that is accustomed to using modern airport facilities and airline travel services. To accomplish this, the Concessionaire shall operate the rental car concession in a first class manner, in accordance with the highest standards for this type of service at similarly situated airports and within the rental car industry. In the operation of the rental car privileges granted herein, the Concessionaire shall make available an adequate number of Motor Vehicles at the Airport to meet the reasonable demand of the public therefor.

Quality of Motor Vehicles to Be Rented

The Concessionaire shall, at all times and at its own cost and expense, maintain all of its Motor Vehicles to be rented in good and safe operating condition and free from known mechanical and safety defects. Motor Vehicles offered for rental to the public shall be no more than three (3) years old and shall have air conditioning. Such Motor Vehicles shall be kept in a clean, neat, and attractive condition inside and out. The City reserves the right to disapprove any Motor Vehicle supplied by the Concessionaire for public use that does not meet the requirements of this Article. Notice of such disapproval shall be submitted to the Concessionaire by the Airport Director in writing with the reasons therefor and the Concessionaire shall immediately withdraw such unsatisfactory Motor Vehicle from service at the Airport.

Nothing herein shall be interpreted as obligating the City to inspect the Concessionaire's Motor Vehicles serving the Airport to ensure that said Motor Vehicles are in good condition and repair, and the City shall not be liable to any third person who suffers personal injury or property damage as a result of a Motor Vehicle leased by the Concessionaire from the Airport that was not in good operating condition or repair.

Hours of Operation

The Concessionaire shall keep its terminal building office and ticket counter area open and staffed seven (7) days per week, commencing a minimum of one-half (0.5) hour before the first scheduled airline flight for said day. The Concessionaire may close its terminal building office and ticket counter area 0.5 hour after the last scheduled airline flight is scheduled to land at the Airport, regardless of whether or not said flight actually arrives, so long as the Concessionaire and other concessionaires operating under Customer Contracts have an internal agreement whereby at least one (1) rental car concessionaire shall remain open through 0.5 hour after the last scheduled flight actually lands at the Airport at the end of said day; provided, however, that, if the last scheduled airline flight's arrival at the Airport is delayed, all concessionaires may close their terminal building offices and ticket counter areas at the time said flight was scheduled to arrive, provided that the concessionaire that has agreed to remain open does reopen its office and ticket counter area at the time the flight actually arrives, and keeps said office and ticket counter area open at least hour following the actual arrival of said flight.

In the interest of providing a high level of service to the public using the terminal building, should the various rental car concessionaires fail to reach an internal agreement in accordance with the above paragraph or should the City experience problems whereby no concessionaires are remaining open in accordance with the above paragraph, the Concessionaire shall be required to remain open 0.5 hour after the last scheduled airline flight actually arrives; provided, however, that if the last scheduled airline flight's arrival at the Airport is delayed, the Concessionaire may close its terminal building office and ticket counter area at the time said flight was scheduled to arrive, provided that the Concessionaire reopens said office and ticket counter area at the time the flight actually arrives, and keeps said office and ticket counter area open at least 0.5 hour following the actual arrival of said flight.

Quality of Service

The Concessionaire shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. The Concessionaire shall maintain and operate the Leased Premises in a first-class manner and shall keep the Leased Premises in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to the City. Service shall be prompt, courteous, and efficient. The Concessionaire shall use only late model Motor Vehicles in the performance of the privileges granted hereunder.

The Concessionaire shall maintain, at all times and at its own expense, an adequate number of Motor Vehicles at the Airport to meet the reasonable public demand therefor. The Concessionaire shall maintain, at all times and at its own expense, all Motor Vehicles rented under this Agreement free from known mechanical defects and in neat appearance, clean inside and out.

The Concessionaire and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the rental car service of the Concessionaire and its compatibility with the best interests of the public at the Airport.

Credit Cards

At all times during the term of this Agreement, the Concessionaire shall accept as payment for goods and services at least two (2) of the following credit cards: American Express, Master Card, Visa, and Discover Card.

Advertised Services and Programs

If the Concessionaire advertises that services or programs are available at the Airport, they must be provided at the Airport.

Personnel

The Concessionaire shall, in the performance of the services and privileges under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, courteous, and suitably attired, with uniforms in such instances as are appropriate. No personnel employed by the Concessionaire while on or about the Leased

Premises shall use improper language, act in a loud, boisterous, or otherwise unacceptable manner, or be permitted to solicit business in an inappropriate manner.

The Concessionaire shall maintain a close check on attendants and employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation to be determined at the sole discretion of the City. The Concessionaire shall control the conduct, demeanor, and appearance of such persons, and shall take all proper steps to remove from the Airport or to terminate employees who participate in acts of misconduct while on duty or whose conduct is detrimental to the best interests of the public, as determined by the City.

Manager

The management, maintenance, and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing the Concessionaire, who shall be subject at all times to the direction and control of the Concessionaire. The Concessionaire shall cause such manager to be assigned a duty station or office on the Airport where such manager shall be available upon reasonable request during normal business hours. The Concessionaire will provide the City with a telephone number at which such manager may be reached after business hours. The Concessionaire will, at all times during the absence of such manager, assign or cause to be assigned a qualified subordinate to be in charge of the area, services, and facilities, and to be available in the area and act for the manager in his or her absence.

Notice of Prices

The Concessionaire shall, at all times, inform all patrons of its schedule of rates applicable to the rental of Motor Vehicles, including, but not limited to, daily rental rates, mileage rates, gasoline fees, and insurance premiums. Such information shall be provided prior to execution of the Customer Contracts.

Traffic Safety

The Concessionaire shall ensure that all of its employee drivers are duly licensed, and trained in the safe operation of Concessionaire's Motor Vehicles and will, at all times, operate said vehicles in a safe and lawful manner on Airport premises. The Concessionaire's employee drivers will use the routes specified by the Airport Director for moving vehicles between the Concessionaire's Service Facility and the ready/return spaces. The Concessionaire's employee drivers that fail to abide by Airport, City, or State traffic rules and regulations shall be banned from Airport streets and roads upon written notice of the Airport Director to the Concessionaire.

Traffic Lanes Open

The Concessionaire shall provide a sufficient number of employees in the ready car area, as shown on Exhibit A-2, to keep traffic lanes open at all times. Failure to keep the ready car area free of congestion shall be considered good cause for the City to ticket and/or tow offending vehicles.

The City will also ticket or tow any Motor Vehicles of the Concessionaire found to be causing congestion at curbs or along any public thoroughfares where rental cars are not ordinarily permitted to park.

END OF ARTICLE

Article 10
INSURANCE AND INDEMNIFICATION

Prior to taking possession of the Leased Premises and during the term of this Agreement, the Concessionaire shall procure and maintain insurance of the types and to the limits specified herein.

The term "City" as used in this Article 10 is defined to mean the Airport, the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The Concessionaire and the City understand and agree that the minimum limits and/or types of insurance herein required may become inadequate during the term of this Agreement. The Concessionaire agrees that it will increase or change such coverage to commercially reasonable levels required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

Insurance shall be issued by an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form, and types of insurance shall conform to the following minimum requirements.

Workers' Compensation

The Concessionaire shall purchase and maintain Workers' Compensation insurance coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers' Liability coverage of at least Five Hundred Thousand Dollars (\$500,000) each person-accident, \$500,000 each person-disease, \$500,000 aggregate - disease.

Commercial General Liability, Business Automobile, Garage Liability, Umbrella Liability, Property, and Environmental Impairment Liability Coverage

The Concessionaire shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Automobile policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy regarding the terms and conditions of this Agreement. The City shall not be considered liable for the premium payment, entitled to any premium return or dividend, and shall not be considered a member of any mutual or reciprocal company. Minimum limits of Two Million Dollars (\$2,000,000) per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverages and the total amount of coverage required.

Commercial General Liability

Commercial General Liability coverage must be provided, including bodily injury and property damage liability, for Leased Premises, operations, contractual, products and completed operations, and independent contractors. Broad form Commercial General

Liability coverage, or its equivalent, shall provide at least broad form contractual liability coverage applicable to this specific Agreement, as well as personal injury liability and broad form property damage liability coverage. The coverage shall be written on an occurrence-type basis. Minimum limits of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate must be provided and the City of Pensacola must be listed as an additional insured. Fire Legal Liability coverage with a minimum limit of One Hundred Thousand Dollars (\$100,000) per occurrence must be endorsed on this policy.

Business Automobile

Business Automobile coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of owned, non-owned, and rented automobiles and employee non-ownership use with a minimum limit of Two Million Dollars (\$2,000,000) combined single limit required.

Garage Liability

Garage Liability insurance must be provided, including coverage for automobiles, premises and operations, products and completed operations, and contractual liability. The minimum limit for this coverage is Two Million Dollars (\$2,000,000) each accident and in the aggregate and the City of Pensacola is to be listed as an Additional Insured.

Umbrella Liability

Umbrella Liability insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Property

The Concessionaire shall maintain in force at all times, Property insurance coverage that insures any improvements, equipment, and fixtures constructed in or upon the Leased Premises against fire, extended coverage and standard Insurance Services Office defined "Special Perils" of physical damage. The City of Pensacola shall be an Additional Insured under such policy, with coverage afforded to the City that is at least as broad as that provided to the Concessionaire Named Insured under the policy for the terms and conditions of such policy. The amount of coverage will be one-hundred percent (100%) of the replacement cost of such improvements, equipment, and fixtures. Such policy shall contain a "Waiver of Subrogation" endorsement in favor of the City of Pensacola. The Concessionaire agrees to apply any payment made as a result of any insurable loss to the repair or replacement of such improvements, equipment, and fixtures.

Environmental Impairment Liability

The Concessionaire must purchase and maintain in force for the duration of the Agreement, insurance for environmental impairment liability resulting in any loss arising out of the Leased Premises. Coverage must be afforded for: (a) third-party claims for bodily injury and property damage caused by pollution on, at, under, or emanating from the Leased Premises; (b) costs associated with investigation and remediation of pollution conditions, including on and off-Airport cleanup in accordance with Environmental Laws; (c) diminution of value of a

third party property resulting from contamination or the need for any future restricted land use relating thereto; (d) contractual liability; and (e) costs of defense relating to third-party and first-party claims (i.e., claims or actions by the U.S. EPA or the State of Florida that require corrective action or the recover of the costs of corrective action). The City of Pensacola must be listed as an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy relating to the terms and conditions of this Agreement. The coverage shall also include severability of interests for all insured. Minimum policy limits of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate must be provided. The policy must be endorsed to include the underground storage tanks located at the Concessionaire's Service Facility.

Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance, which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal, or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. The Concessionaire shall furnish copies of the Concessionaire's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, such policies prior to the first day of each Agreement Year. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25 form. Any wording in a Certificate that would make notification of cancellation, adverse change, or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Concessionaire shall replace any canceled, adversely changed, restricted, or nonrenewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change, or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Concessionaire shall, upon instruction from the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

Insurance of the Concessionaire Primary

The Concessionaire's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Concessionaire's coverage. The Concessionaire's policies of coverage will be considered primary as relates to all provisions of the Agreement.

Loss Control and Safety

The Concessionaire shall retain control over its employees, agents, servants, and subcontractors, as well as its invitees, and its activities on and about the Airport and the manner in which such activities shall be undertaken; to that end, the Concessionaire shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Concessionaire for the protection of all persons, including employees, and property. The

Concessionaire shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Acceptability of Insurers

Insurance is to be placed with insurers that have a current A.M. Best Company rating of no less than A-. The City may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance.

Hold Harmless

The Concessionaire covenants that it and all of its agents, servants, employees, and independent contractors will use due care and diligence in all of its or their activities and operations at the Airport which includes but is not limited to the Terminal Building, Ready Car Area, and its Service Facility, and that the Concessionaire hereby agrees to indemnify and hold harmless the City for all damages to Property of the City that shall be caused by an act or omission on the part of the Concessionaire, its agents, servants, employees, or independent contractors, and the Concessionaire shall pay on behalf of the City all sums that the City shall become obligated to pay by reason of the liability, if any, imposed by law upon the City for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of Property, including pollution, storm water compliance or environmental damage, and including the loss of use thereof, which may be caused by or result from any of the activities, omissions, or operations of the Concessionaire, its agents, servants, employees, or contractors. The Concessionaire shall pay and satisfy final judgments establishing the liability of the City in all actions defended by the Concessionaire pursuant to this section; the Concessionaire shall investigate or cause the investigation of accidents involving such injuries, shall negotiate or cause to be negotiated all claims made as may be deemed expedient by the Concessionaire, and shall defend, or cause to be defended, suits for damages, even if groundless, false, or fraudulent, brought on account of such injuries or damages, in the name and on behalf of the City. The Concessionaire shall pay or cause to be paid all costs incurred by the City, including, but not limited to, legal fees and expert fees in any legal proceeding defended by the Concessionaire aforesaid, and interest accruing up to the date of payment by the Concessionaire, and all premiums charged upon appeal bonds required in such proceedings, and all expenses incurred by the Concessionaire for investigation, negotiation, and defense.

The Concessionaire shall hold harmless and indemnify the City from all such costs, including, but not limited to, legal fees and expert fees even though a jury may find the Concessionaire and the City to be jointly liable. The City shall, upon notice thereof, give the Concessionaire every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

The Concessionaire will defend, indemnify, and hold harmless the City from and against any claims, demands, penalties, fines, damages, costs, or expenses of any nature including, without limitation, attorney [(including in house counsel hours and fees (City Attorney's Office)], engineering and consultant fees, investigation and laboratory fees, testing fees, court costs, and litigation or administrative expenses arising out of or in any way related to: (a) the presence, release or threatened release in, on, under, around or within any portion of the Leased Premises

of any Regulated Substance from the date of this Agreement and thereafter; and (b) the disposal or removal of any Regulated Substances or contamination or elevated threshold levels related to any Regulated Substance when any such presence, release, threatened release, or disposal was caused or resulted from use of the Leased Premises by the Concessionaire, its agents, employees, or contractors.

Concessionaire shall have no obligation to defend indemnify and hold harmless the City from any claims arising out of the presence of the pesticide dieldrin located in the groundwater underlying the Service Facility Area so long as Concessionaire observes, abides by and complies with and all restrictions and institutional controls on the Leased Premises as part of any FDEP approved plan for the Service Facility Area.

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the City or construed as a waiver of the City's sovereign immunity. The Concessionaire's compliance with insurance requirements under this Agreement shall not relieve the Concessionaire of its liability or obligation to indemnify, hold harmless, and defend the City.

Notwithstanding any other provision contained in this Agreement, the parties hereto specifically agree that the provisions of this section will survive the termination of this Agreement and will inure and be enforceable against each and every successor and assigns of a party to this Agreement.

Nonliability of the City

The City shall not in any event be liable for any acts or omissions of the Concessionaire or its agents, servants, employees, or independent contractors, or for any condition resulting from the operations or activities of any such Concessionaire, tenant, or Concessionaire, Concessionaire, agents, servants, employees, or independent contractors, or for any conditions resulting from the operations or activities of the Concessionaire's agents, servants, employees, or independent contractors either to the Concessionaire or to any other person.

The City shall not be liable for the Concessionaire's failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

The City shall not be liable for any loss or damages suffered by the Concessionaire arising out of the interruption or cessation of the business conducted by the Concessionaire under this Agreement.

Pay on Behalf of the City

The Concessionaire agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, all claims as described in the Hold Harmless section above. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

END OF ARTICLE

Article 11
SUBLEASE, ASSIGNMENT, MERGERS, MULTIBRANDING

General

The Concessionaire shall not sublet or assign any of the rights herein granted to another party nor shall the Concessionaire contract with a third party to perform or provide any of the services that the Concessionaire is authorized or required to perform, provide, or sell under the terms of this Agreement without first obtaining the written consent of the City.

Concerning the Concessionaire's terminal building space, kiosk, and ready and return spaces, in the event that the Concessionaire is authorized, by the Airport Director in writing, to sublet or assign any of the rights herein granted to a third party, the term "Gross Revenues" as defined herein shall include the total monthly revenues derived from the operation, performing, or providing of any rental car concession service, and not just the amount of rent received by the Concessionaire from such third party. The amount of rental received by the Concessionaire from a third party is hereby made a part of Gross Revenues and shall be reported as such.

Concerning the Concessionaire's Service Facility, in the event that the Concessionaire is authorized, by the Airport Director in writing, to sublet or assign all or a portion of the Concessionaire's Service Facility to a third party, Concessionaire will only be allowed to recover, from a third party a prorate share (per square foot) of the Ground Rent. Further, the Concessionaire may not charge rent to a third party for its Service Facility to the extent the cost of which is being paid for with the proceeds of the Service Facility Customer Facility Charge. In the event that the City levy's Service Facility Rent, Concessionaire may recover a prorata portion of the Service Facility Rent from the third party. It is the intent of this section, that Concessionaire not mark up the costs of facilities that are being paid for with Service Facility Customer Facility Charge proceeds.

Sublease

The Airport Director's written approval of a sublease of the Leased Premises and concession privilege would be subject to the following:

The sublessee's rental car company proposed by the Concessionaire must be acceptable to the City (i.e., a rental car company [other than one then operating as a Concessionaire at the Airport under authority of a written concession agreement with the City] meeting the general standards set forth within the "Request for Proposals" issued by the City that resulted in the Concessionaire acquiring this concession).

Any attempted/purported sublease of this Agreement without the City's advance written consent shall be null and void and shall constitute a breach of this Agreement.

Any sublease granted by the Concessionaire shall be subject to the terms and conditions of this Agreement and shall terminate immediately upon the expiration or earlier termination of this Agreement, without any liability on the part of the City to the Concessionaire or the sublessee.

Any agreement of sublease must include provisions that expressly provide that (a) the sublease is subject to all of the terms and conditions of the Agreement; (b) it shall terminate with the expiration or earlier termination of the Agreement; (c) the sublessee shall assume all of the Concessionaire's obligations and responsibilities with regard to the conduct of rental car concession operations and the payment of related rentals, fees, and charges; and (d) in case of any conflict between the Agreement and the sublease, the Agreement shall control.

The City shall not be obligated to consent to, and may withhold consent to, any sublease of this Agreement by the Concessionaire to any other rental car company if the Concessionaire is in default of any of its obligations hereunder as of the date on which the City's consent to said sublease would have otherwise been given.

Consent by the City to any subletting shall not release the Concessionaire from its obligations or alter the primary liability of the Concessionaire to pay rent and perform and comply with all its obligations under this Agreement.

Consent by the City to any subletting shall not constitute consent to any subsequent subletting by the Concessionaire or to any subletting by the sublessee.

The Concessionaire shall use its best efforts to cause the sublessee to comply with its obligations under its sublease and shall diligently enforce all rights of the City in accordance with the terms thereof.

In the event of any proposed sublease of this Agreement by the Concessionaire to another rental car company, the Concessionaire shall, not less than thirty (30) days prior to the proposed effective date of such action, provide the City with written notice of the proposed sublease setting forth the following:

1. The name, address, and telephone number of the proposed sublessee; and
2. The planned effective date of the proposed sublease; and
3. The information required under the Request for Proposals.

The notice provided to the City by the Concessionaire pursuant to this section must be accompanied by:

1. Fully executed original set(s) of any and all documents being used to effect the proposed actions set forth within such notice in the number then specified by, and in a form acceptable to, the City.
2. All such documents shall, as, when, and where applicable and appropriate, by specific provision contained therein that clearly evidence the fact that the sublease is subject to and/or conditioned upon the City's consenting thereto and that such action shall not become effective nor be binding on either the City, the Concessionaire, or the sublessee named therein, unless and until such consent shall be given by the City in writing.
3. The City's consent thereto, in writing.

Once the City's consent is given for any particular sublease, the documents provided to the City pursuant to the provisions of this section shall not be modified, in any way whatsoever, other than in writing, signed by the parties in interest at the time of the modification, and any such modification shall be null and void unless the City consents thereto, in writing, shall have been obtained by the Concessionaire.

Assignment

Subject to the following provisions of this section, the Concessionaire may assign this Agreement to a single ready, willing and able rental car company acceptable to the City (i.e., a rental car company [other than one then operating as a Concessionaire at the Airport under authority of a written concession agreement with the City] meeting the general standards set forth within the Request for Proposals issued by the City that resulted in the Concessionaire acquiring this concession), upon the written approval of the Airport Director.

The Concessionaire may not and shall not assign this Agreement without first obtaining the written consent of the City in advance. The following shall apply regarding such consent:

1. Any attempted/purported assignment of this Agreement without the City's advance written consent shall be null and void and shall constitute a breach of this Agreement.
2. The City shall not be obligated to consent to and may withhold consent to any assignment of this Agreement by the Concessionaire to any other rental car company if the Concessionaire is in default of any of its obligations hereunder as of the date on which the City's consent to such assignment would have otherwise been given.
3. The City's consenting to any such action shall not constitute a waiver of the conditions, limitations, and restrictions of this section relative to further or other such actions, which conditions, limitations, and restrictions shall apply to each and every transfer and/or assignment hereof and shall be binding upon each and every assignee, transferee, and/or other successor in interest of the Concessionaire, subject to the provisions hereof.

In the event of any proposed assignment of this Agreement by the Concessionaire (as assignor), to another rental car company (as assignee), the Concessionaire shall, not less than thirty (30) days prior to the proposed effective date of such action, provide the City with written notice of the proposed assignment and assumption of this Agreement setting forth the following:

1. The name, address, and telephone number of the proposed assignee.
2. The planned effective date of the proposed Agreement assignment and assumption action.
3. The notice provided the City by the Concessionaire pursuant to the above shall be accompanied by fully executed original set(s) of any and all documents being used to effect the proposed actions set forth within such notice in the number then specified by and in a form acceptable to the City.

All such documents shall, as, when, and where applicable and appropriate, by a specific provision therein contained, clearly evidence the fact that the Agreement assignment and assumption actions specified therein are subject to and/or conditioned upon the City's consenting thereto and that such actions shall not become effective nor be binding on either the City, the assignor, or the assignee named therein unless and until such consent shall be given by the City in writing.

The assignment and assumption agreement shall contain:

1. An "assignment of Agreement" by the Concessionaire (assignor) whereby the Concessionaire (assignor) assigns all of its rights, title, and interests in and to this Agreement to the assignee.
2. An "assumption of agreement" by the assignee, which shall clearly evidence the fact that, as of the effective date of such assignment and assumption of this Agreement, assignee assumes any and all of the obligations as "Concessionaire" under this Agreement and shall, on and after said date, undertake, perform, keep, and/or observe any and all of the terms, covenants, conditions, warranties, agreements, and/or provisions of this Agreement to be undertaken, performed, kept, and/or observed by the assignee; and the specific date on which the assignment and assumption shall be effective.

Once the City's consent is given for any particular assignment and assumption agreement, the documents provided to the City pursuant to the provisions of this section shall not be modified, in any way whatsoever other than in writing, signed by the parties in interest at the time of the modification, and any such modification shall be null and void unless the City's consent thereto, in writing, shall have been obtained by the Concessionaire in advance.

Any assignment or transfer of this Agreement by operation of law or any issuance, sale, or transfer of a sufficient number of shares of stock in the Concessionaire's business that would result in a change in control of the Concessionaire's business shall be deemed an assignment of this Agreement for purposes of this section and shall require immediate written notification to the City and, where required by the Airport Director, a written agreement in a form satisfactory to the Airport Director, wherein the assignee expressly assumes the obligations of the Concessionaire hereto and agrees to be bound by all of the terms and conditions of the Agreement and provides any bonds or surety required by this Agreement.

Mergers

The Concessionaire shall not allow its interest under this Agreement to be transferred to, passed to, or devolved upon any other person, firm, or corporation by operation of law, stock transfer, or otherwise without the prior written consent of the City, it being understood that a transfer or series of transfers of an amount or amounts totaling fifty percent (50%) or more of the Concessionaire's outstanding voting stock to one party or a group of parties acting in concert shall be deemed to be a transfer of the Concessionaire's interest hereunder. The foregoing provisions shall not apply to the Concessionaire or to a corporation that owns all or substantially all of the shares of the Concessionaire's business if the shares of the Concessionaire or such owner corporation are traded on the New York Stock Exchange.

As to the Concessionaire or owner corporation whose shares are traded on the New York Stock Exchange, the following provision shall apply:

The Concessionaire shall not assign, transfer, sublease, pledge, surrender, or otherwise encumber or dispose of the Leased Premises, or any interest therein, or permit any other person to occupy the same, without the prior written consent of the City. However, the obligations of the Concessionaire hereunder may be fulfilled or discharged by a licensed member of the Concessionaire, duly appointed by the Concessionaire and approved by the City, on the express condition that any such licensee shall subscribe to this Agreement and expressly assume each and every obligation of the Concessionaire hereunder and upon such assumption shall have all the privileges and rights granted to the Concessionaire. The restrictions of this paragraph shall also not apply to any assignment by the Concessionaire to a corporation into or with which the Concessionaire may merge or consolidate upon such successor corporation's express assumption of the Concessionaire's obligations hereunder. Any assignment, sublease, or transfer of any type of the Concessionaire's obligations permitted hereunder or to which the City may consent shall not operate to release or discharge the Concessionaire from its obligations under this Agreement.

Multi-branding

For the term of this Agreement, the Concessionaire is hereby authorized to operate the following brands at the Airport: Executive Car Rental, Inc. and such other brands wholly owned by the Concessionaire as approved by the Airport Director from time to time.

In addition to the Executive Car Rental, Inc. brand, Concessionaire may operate one membership-based carsharing concept billable by the hour. Carsharing Concept may not operate or conduct business from the Executive Car Rental, Inc. Leased Premises or any other premises in the Terminal Building and may not place advertising or wayfinding signs of any nature in the Terminal Building. Carsharing Concept may only operate from the ready and return stalls in the parking structure assigned to Executive Car Rental, Inc. Carsharing Concept will not be assigned any automobile parking stalls in the ready and return area.

Carsharing Concept may use up to four automobile parking stalls assigned to Executive Car Rental, Inc. Carsharing Concept may place small signs at each parking stall it uses in the Executive Car Rental, Inc. ready and return area of the parking structure. The size and nature of the Carsharing Concept signs are subject to the prior review and approval of the Director. The Director's decision regarding the suitability, nature, and appropriateness of signs is final.

Due to the unique nature of the Carsharing Concept product (hourly rentals), Carsharing Concept will only be required to pay the Privilege Fee (percentage) and collect from each Carsharing Concept customer a Customer Facility Charge as described and required in the Agreement. During the Term of this Agreement, if airport management determines that this unique produce Carsharing Concept product (hourly rentals) is adversely impacting overall Airport rental car revenue, the Director, may upon thirty (30) days advance written notice, require Carsharing Concept to subject to the Minimum Annual Guarantee as described and defined in this Agreement and continue being subject to the Minimum Annual Guarantee until the expiration of the term of the Agreement.

References and restriction relating to branding in the Agreement and reference Proposals are subject and subordinate to this statement of brands that the Concessionaire is permitted to operate under this Agreement. Also, at the discretion of the airport Director new market entrants may be authorized to operate at the Airport.

Bankruptcy

Furthermore, the prohibitions in this Article 11 shall not apply to any valid assumption or assignment of this Agreement, the Leased Premises, or any part thereof by a trustee, or the Concessionaire, as a debtor in possession under Section 365 of the Bankruptcy Code of 1978, as amended, unless, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended, is given. For the purposes of the assumption or assignment of this Agreement, this shall include, but shall not be limited to:

1. Adequate assurance of the reliability of the proposed source of the rentals, fees, and charges due under this Agreement upon the assumption or assignment of this Agreement;
2. Adequate assurance that all other considerations due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and
3. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the City.

Further, in the event of a bankruptcy filing by or on behalf of the Concessionaire as debtor, the parties hereto agree that this Agreement shall be constructed to be a non-residential lease of real property subject to treatment in accordance with 11 U.S.C., Section 365(d).

Consent to Assignment, Transfer, or Conveyance

The Concessionaire may assign, transfer, or convey its interest under this Agreement only upon receiving the prior written consent of the City, as stated above, which consent shall not be unreasonably withheld. However, the City may withhold consent for logical or practical reasons or if the consent would weaken the City's Airport business enterprise.

Under no circumstances will the Concessionaire be allowed to mortgage, encumber, or subrogate the real property contained in the Leased Premises.

Consent by the City to any type of transfer provided for by this Article shall not in any way be construed to relieve the Concessionaire from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

Airport Processing Fee

In the event that the Concessionaire, or a mortgagee of the Concessionaire, requires or requests the City's review, investigation, processing, recordation, or any other consideration of the Concessionaire's proposed sublease, assignment, or other transfer permitted in accordance with this Article, estoppel certificates, documentation regarding the Concessionaire's financing of its leasehold interest, or any other documentation, the Concessionaire agrees that, as a condition precedent to the City's review, the Concessionaire will reimburse the City for all of the City's costs, including but not limited to all of the City's

staff labor, which shall include any consultants and attorney fees, all postage (both first class and express mail), and all materials used or expended in completing the City's review. The Concessionaire shall make said reimbursement to the City within thirty (30) days after the Concessionaire receives the City's written request. The City may terminate this Agreement should the Concessionaire not pay the City's reimbursement described in this section within thirty (30) days of receipt.

END OF ARTICLE

Article 12 IMPROVEMENTS

Initial Improvements

Upon commencement of this Agreement, the Concessionaire shall promptly construct and install, at its own expense, all improvements needed for its operations to be conducted from the Leased Premises. The design, review, and installation of said improvements shall be performed in compliance with the section entitled “General Construction Requirements” below.

Additional Improvements

During the term of this Agreement, the Concessionaire shall have the right to construct, at its own expense, improvements, alterations, or additions to its Leased Premises to facilitate and further the authorized use of the Leased Premises, provided that the Concessionaire conforms with all conditions of this Article, including:

1. The Concessionaire submits the proposed improvements and alterations to the City for its prior review.
2. The City determines, in its sole discretion (which discretion shall be reasonably applied), that the proposed improvements and alterations will be consistent with the Airport Master Plan, land use plan, architectural design, and quality of construction in effect at the time of construction.
3. The improvements, alterations, and additions are to be constructed by qualified and licensed contractors and subcontractors.

General Construction Requirements

Prior to the commencement of any construction activity, the Concessionaire shall submit detailed plans, specifications, and a construction time schedule for the improvements to the City for approval. The Airport Director shall either approve or disapprove the plans and/or specifications submitted by the Concessionaire. Approval by the Airport Director of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the area assigned to the Concessionaire. Such plans are not to be considered approved for architectural or engineering design or compliance with applicable laws or codes, and the City, acting through the Airport Director, by approving such plans and specifications, assumes no liability or responsibility therefor or for defect in any structure or improvement constructed according to such plans and specifications. The Airport Director reserves the right to disapprove any design submitted and shall state the reasons for such action. No changes or alterations shall be made to said plans and specifications after approval by the Airport Director.

Immediately upon receipt of the City's written approval of said plans, specifications, and construction time schedule, the Concessionaire shall proceed with construction of said

improvements. Work shall not be performed at times other than shown on the construction time schedule without the prior approval of the Airport Director.

The Concessionaire shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and to veto the plans if the plans are inconsistent with the Airport development plans or construction quality and design control, pursuant to the standards set forth above, if the City does not veto said improvement plans and the Concessionaire thereafter constructs the improvements, the improvements shall be commissioned and constructed at the Concessionaire's sole initiative and behest, and nothing herein shall be construed as an authorization by the City to the Concessionaire to construct the improvements, or as an agreement by the City to be responsible for paying for the improvements, and neither the Leased Premises, nor the City's interest in said Leased Premises or any improvements constructed thereon, shall be subjected to a mechanic's lien for any improvements constructed by the Concessionaire hereunder.

Where the cost of improvements exceeds Fifty Thousand Dollars (\$50,000), the City may require the Concessionaire to post a bond or other security acceptable to the City guaranteeing payment for construction of the improvements as a condition precedent to the commencement of construction of the improvements.

The Concessionaire shall be responsible for assuring that all of the improvements, alterations, and additions to the Leased Premises are constructed in accordance with applicable local, State, and federal law. The Concessionaire shall reimburse the City for all costs and expenses, including attorney's fees (including, without limitation in-house counsel – City Attorney's Office -- time or fees, the City incurs:

1. As a result of the fact that the improvements, additions, or alterations do not comply with local, State, and federal law;
2. In defending against, settling, or satisfying any claims that the City is responsible for paying for improvements commissioned by the Concessionaire hereunder; or
3. In defending against, settling, or satisfying any mechanic's lien claims, asserted as a result of unpaid-for improvements commissioned by the Concessionaire hereunder.

Should the Concessionaire construct improvements, alterations, or additions without fulfilling its obligations hereunder, the Concessionaire shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of the Concessionaire's improvements, alterations, or additions, have the right to inspect any or all construction work, workmanship, materials, and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions for conformance with the applicable standards set forth in this Agreement, provided that such inspection shall not include internal work that is

exclusively of an operational (nonstructural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

The Concessionaire shall provide the City with one complete set of “as-built” drawings for each improvement, alteration, or addition made to the Leased Premises during the term of this Agreement.

Title to all permanent leasehold improvements, alterations, or additions, as defined by Florida law, will vest in the City upon termination or sooner expiration of this Agreement, free and clear on any liens or encumbrances whatsoever.

Notwithstanding the above paragraph, title to all of the Concessionaire's personal property shall at all times during the term of this Agreement remain with the Concessionaire.

The Concessionaire shall not remove or demolish, in whole or in part, any improvements upon the Leased Premises without the prior written consent of the Airport Director.

The Concessionaire shall be responsible for making repairs at its sole expense for any damage (other than from what the City determines to be normal wear and tear) resulting from removal by the Concessionaire of its said furniture, trade fixtures, etc.

The City shall have the right to construct or install over, in, under, or through the Leased Premises new lines, pipes, mains, wires, conduits, and equipment, provided, however, that such repair, alteration, replacement, or construction shall not unreasonably interfere with the Concessionaire's use of the Leased Premises. The City will repair any damage resulting from such activities at the City's sole cost and expense.

END OF ARTICLE

Article 13

DEFAULT AND TERMINATION

Termination

This Agreement shall terminate on July 31, 2024, and the Concessionaire shall have no further right of interest in any of the premises hereby leased, nor the right to conduct the concession hereby authorized.

Termination of Agreement by the Concessionaire

The Concessionaire may terminate this Agreement and terminate all of its future obligations hereunder at any time that the Concessionaire is not in default in its payments or other obligations to the City hereunder by giving the City thirty (30) days advance written notice, after the happening of one or more of the following events:

1. If the Airport is permanently abandoned as an air transportation facility.
2. If use of the Airport is restricted in such a manner that the Concessionaire cannot reasonably operate on the Airport for a period of ninety (90) days.
3. If the City is in default of any of the covenants or agreements contained in this Agreement for a period exceeding sixty (60) days after receipt of written notice of such default, provided, however, that more than 60 days may reasonable be deemed to be required for performance., then the City shall not be in default if the City commences performance within such 60-day period and thereafter diligently prosecutes the same to completion. Rentals due hereunder shall be payable only to the date of said termination by the Concessionaire.

Concessionaire's Default and Default Notice

The following shall be "events of default" under this Agreement constituting a material breach of the Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one of the following events:

1. If the Leased Premises are vacated or abandoned by the Concessionaire for a period of thirty (30) days or more.
2. If the Concessionaire uses the Leased Premises for unlawful purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of any federal, State, or local governmental entity with respect to the Concessionaire's occupancy and/or use of the Leased Premises, where any such failure shall be evidenced by either a finding or judgment of a court of competent jurisdiction or where any such failure shall be admitted by the Concessionaire in any proceeding brought against the Concessionaire by any governmental entity.

3. If the Concessionaire fails to obtain, pay for, and maintain in full force and effect at all times during the life of this Agreement, without any lapse in coverage, such insurance and Letter of Credit as is required of the Concessionaire hereunder.
 4. If the Concessionaire shall:
 - a. Cease doing business as a going concern;
 - b. Make an assignment of all or substantially all of the Concessionaire's assets for the benefit of its creditors;
 - c. Admit in writing its inability to pay its debts as they become due;
 - d. File a petition commencing a voluntary case under any chapter of the U.S. Bankruptcy Code (11 U.S.C. Sections 101 et seq.);
 - e. Be adjudicated insolvent in any court pursuant to any statute of the United States or of any state, territory, or government;
 - f. File a petition in any court seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law, rule, or regulation or file an answer admitting the material allegations of, or in any other way consenting or acquiescing to, a petition filed against it in any such proceedings;
 - g. Consent or acquiesce to the appointment of any trustee, receiver, liquidator, custodian, or other similar official for the Concessionaire or of all or of any substantial part of the Concessionaire's assets or property; or
 - h. Take any action looking to its dissolution or liquidation.
 5. If:
 - a. An involuntary petition has been filed in any court against the Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any chapter of the U.S. Bankruptcy Code or under any other statute of the United States or any state or territory thereof, which petition is not dismissed within sixty (60) days after being filed;
 - b. An order for relief against the Concessionaire shall have been entered under any chapter of the U.S. Bankruptcy Code, or a decree or order by a court having jurisdiction in the premises shall have been entered approving as properly filed a petition seeking any reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief against the Concessionaire under any present or
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future statute, law, rule, or regulation, which order for relief, judgment, or decree is not stayed or vacated within thirty (30) days after entry thereof; or

- c. Any trustee, receiver, liquidator, custodian or other similar official is appointed for the Concessionaire or if all or any substantial part of the Concessionaire's assets and property, which appointment, if being contested by the Concessionaire, is not vacated within thirty (30) days.
6. Any attempted/purported hypothecation, encumbrance, sale, assignment, or transfer of either this Agreement, in whole or in part; or of any of the Concessionaire's rights, title, and interest in or to any part or all of the Leased Premises and/or in the leasehold improvements during the life of this Agreement; without the City's prior written consent or any attempted/purported subletting or permitting occupancy of any part or all of the Leased Premises by any person or entity other than the Concessionaire, without the City's prior written consent.
7. If any act occurs that deprives the Concessionaire permanently of the right, power, and privileges necessary for the proper conduct and operation of its rental car concession business.
8. If the Concessionaire fails to make any payment of rent or any other required payment, or to furnish any security deposit or instrument, as and when due hereunder, where such failure shall continue for a period of ten (10) days following service of notice thereof upon the Concessionaire by the City.
9. If the Concessionaire fails to actively conduct a rental car concession at the Airport for a period of seventy-two (72) consecutive hours after notice by the City, except when such cessation is due to fire, earthquake, strike, governmental action, default of the City, or other cause beyond the Concessionaire's control.
10. If the Concessionaire uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement, or by subsequent written agreement between the parties.
11. If the Concessionaire discontinues its operation at the Airport as a consequence of the Concessionaire filing a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws, or any other statute of the United States or any state thereof or being adjudicated bankrupt, the Concessionaire shall be deemed to have forfeited its leasehold space and any operating rights or privileges under this Agreement.
12. If the Concessionaire breaches any of the covenants contained in paragraphs 1, 2, and 4 of Section B of the document entitled "Assurances Required by the Federal Aviation Administration."

13. If the Concessionaire shall fail to keep, observe, undertake, fulfill, or perform any of the terms, covenants, conditions, warranties, agreements, obligations, and/or provisions of this Agreement to be kept, observed, undertaken, fulfilled, and/or performed by the Concessionaire (other than those expressly set forth in paragraphs (1) through (12) above), where such failure shall continue for a period of thirty (30) days following service of notice thereof upon the Concessionaire by the City; provided, however, that if the nature of the Concessionaire's default is such that more than 30 days are reasonably required for its cure, then the Concessionaire shall not be deemed to be in default and breach of this Agreement if the Concessionaire commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion as soon as reasonably possible following service of such notice upon the Concessionaire by the City.

City's Remedies

Abandonment

If the Concessionaire abandons the Leased Premises, this Agreement shall continue in effect. The City shall not be deemed to terminate this Agreement as a result of such material default and breach other than by written notice of termination served upon the Concessionaire by the City, and the City shall have all of the remedies available to the City, so long as the City does not terminate the Concessionaire's right to possession of the Leased Premises, and the City may enforce all of the City's rights and remedies under this Agreement, including the right to recover the rent as it becomes due under the Agreement. After abandonment of the Leased Premises by the Concessionaire, the City may, at any time thereafter, give the Concessionaire notice of termination.

Termination

Upon the occurrence of any material default and breach of this Agreement by the Concessionaire as set forth above, the City may then immediately, or at any time thereafter, terminate this Agreement by service of a minimum of ten (10) days advance written notice to such effect upon the Concessionaire and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.

Such notice shall, as a minimum, set forth the following:

1. The default and breach that resulted in such termination by the City; and
2. A demand for possession, which, in the event only ten (10) days advance notice shall be given by the City, shall be effective at 12:00:01 a.m. on the eleventh (11th) calendar day following the date on which the notice in which such demand is contained shall be sufficiently served upon the Concessionaire by the City in conformity with the provisions hereof; or, if more than the minimum number of days advance notice shall be given, at 12:00:01 a.m., on the next day following the date specified within such notice as being the date of termination hereof.

Such notice may contain any other notice which the City may, at its option, desire or be required to give (e.g., "Demand for Payment" of any and all monies due and owing).

Possession

Following termination of this Agreement by the City pursuant to the provisions of this Article, without prejudice to other remedies the City may have by reason of the Concessionaire's default and breach and/or by reason of such termination, the City may:

1. Peaceably reenter the Leased Premises upon voluntary surrender thereof by the Concessionaire; or
2. Remove the Concessionaire and/or any other persons and/or entities occupying the Leased Premises there from, and remove all personal property there from and store all personal property not belonging to the City in a public warehouse or elsewhere at the cost of and for the account of the Concessionaire, using such legal proceedings as may be available to the City under the laws or judicial decisions of the State of Florida; or
3. Repossess the Leased Premises or relet the Leased Premises or any part thereof for such term at such rental and upon such other terms and conditions as shall be determined solely by the City with the right to make reasonable alterations and repairs to the Leased Premises.

Recovery

Following termination of this Agreement by the City pursuant to the provisions of this Article, the City shall have all rights and remedies available to the City under the laws of the State of Florida. The amount of damages the City may recover following such termination of this Agreement shall include:

1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of this Agreement;
2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of this Agreement until the time of award exceeds the amount of such rental loss that the Concessionaire proves could have been reasonably avoided;
3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Agreement after the time of award exceeds the amount of such rental loss for the same period the Concessionaire proves could be reasonably avoided; and
4. Any other amount necessary to compensate the City for all the detriment proximately caused by the Concessionaire's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result there from (including, without limitation all related fees, costs and expenses).

Additional Remedies

Following the occurrence of any material default and breach of this Agreement by the Concessionaire as set forth above, in addition to the foregoing remedies, the City may maintain the Concessionaire's right to possession, in which case this Agreement shall continue in effect whether or not the Concessionaire shall have abandoned the Leased Premises and, so long as this Agreement is not terminated by the City or by a decree of a court of competent jurisdiction, the City shall be entitled to enforce all of the City's rights and remedies hereunder, including the right to recover the rent as it becomes due under this Agreement and, during any such period, the City shall have the right to remedy any default of the Concessionaire, to maintain or improve the Leased Premises without terminating this Agreement, to incur expenses on behalf of the Concessionaire in seeking a new subtenant, to cause a receiver to be appointed to administer the Leased Premises and any new or existing subleases, and to add to the rent payable hereunder all of the City's reasonable costs in so doing, with interest at the maximum reasonable rate then permitted by law from the date of such expenditure until the same is repaid.

Cumulative Remedies

Each right and remedy of the City provided for in this Article or now or hereafter existing at law or in equity, by statute or otherwise, shall be cumulative and shall not preclude the City from exercising any other rights or from pursuing any other remedies provided for in this Agreement or now or hereafter available to the City under the laws or judicial decisions of the State of Florida.

Indemnification

Nothing contained within this section of this Article affects the right of the City to indemnification by the Concessionaire, as herein elsewhere provided, for liability arising from personal injuries or property damage prior to the termination of this Agreement.

Nonwaiver of Rights

No waiver by the City at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by the Concessionaire. No delay, failure, or omission of the City to re-enter the Leased Premises or to exercise any right, power, privilege, or option arising from any default, nor subsequent acceptance of rentals, fees, and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such fault or relinquishment thereof, or acquiescence therein.

No notice by the City shall be required to restore or revive time as of the essence hereof after waiver by the City of default in one or more instances. No option, right, power, remedy, or privilege of the City shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to the City by this Agreement are cumulative and not one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of

one right, power, option, or remedy by the City shall not impair its rights to any other right, power, option, or remedy.

Continued performance by either party hereto pursuant to the terms of this Agreement after the other party's default of any of the terms, covenants, and conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of any such default shall be construed as a waiver of any subsequent default.

No acceptance by the City of rentals, fees, charges, or other payments, in whole or in part, for any period or periods during or after a default of any of the terms, covenants, or conditions to be performed, kept, or observed by the Concessionaire, other than payment in full after a default in the payment of fees and charges required by this Agreement shall be deemed a waiver of any right on the part of the City to terminate this Agreement on account of such default.

Any other procedure for service of process recognized by the laws of the State of Florida shall be available to the City.

City's Right to Recontract

The City, upon termination or cancellation by the Concessionaire pursuant to this Article, or upon re-entry, regaining, or resumption of possession hereof, may occupy the Leased Premises or may re-contract the same to another party, and shall have the right to permit any person, firm, or corporation to enter upon the Leased Premises and use the same to operate a car rental concession, provided said person, firm, or corporation meets the conditions set out in this Agreement. The rentals, fees, and charges paid to the City by such other party will be credited against, and serve to reduce the Concessionaire's obligations described above. This clause is not intended, and shall not be construed, to waive the City's right to sue the Concessionaire for breach of contract.

Surrender upon Termination

Upon the expiration of the term or sooner termination of this Agreement, for any reason whatsoever, the Concessionaire shall peaceably surrender to the City possession of the Leased Premises, together with any improvements, alterations, or fixtures previously constructed by the Concessionaire or the City within said Leased Premises, and any of the City's personal property located thereon, in as good a condition as the Leased Premises and improvements, alterations, and fixtures constructed thereon were initially provided to, or constructed by, the City or the Concessionaire without any compensation whatsoever, and free and clear of any claims or interests of the Concessionaire or of any mortgages or any other third party whose position was derived from or through the Concessionaire. If any of said improvements, alterations, or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, the Concessionaire shall be responsible for eliminating said mortgage or lien and shall hold the City harmless therefrom.

The Concessionaire shall have the right to remove its items of personal property and Trade Fixtures from the Leased Premises through the close of business on the day of expiration or sooner termination of this Agreement. Should the Concessionaire fail to remove its personal property and Trade Fixtures within said time, the City shall have the right to remove said personal property and to place said personal property and Trade Fixtures into storage on the

Concessionaire's behalf and at the Concessionaire's sole cost and expense. The City shall be entitled to reasonable rental from the Concessionaire for the use of the Leased Premises occupied by the Concessionaire's personal property and Trade Fixtures, until the City places said property into storage.

Title to all personal property not removed by the Concessionaire from the Leased Premises or claimed from storage within thirty (30) days of the expiration or sooner termination of this Agreement shall be subject to the City taking ownership of such personal property, without payment by the City to the Concessionaire of any compensation whatsoever, and said personal property shall thereafter be owned by the City free and clear of any claim or interest by the Concessionaire or of any mortgagee or any third party whose position was derived from or through the Concessionaire.

In addition, upon termination, the Concessionaire shall surrender all items listed in Exhibit A-4. All items surrendered will be in the same condition as they were when the Concessionaire occupied the Service Facility taking into account reasonable wear and tear as evidenced by Concessionaire's documentation of compliance with its facility maintenance requirements otherwise contained herein. The Concessionaire will be invoiced for missing, shopworn, dysfunctional, and damaged items based upon an end of tenancy inventory that shall be conducted within ten (10) days of the Concessionaire vacating the Service Facility.

Environmental Contamination and Conditions

Upon termination (whether by expiration of the term of this Agreement, cancellation, forfeiture, repurchase, or otherwise), the City may test the Leased Premises for environmental and/or petroleum contamination, the cost for which shall be reimbursed by the Concessionaire upon demand.

Any environmental contamination disclosed in the environmental assessment prepared at the termination of the Agreement not also disclosed in the baseline environmental assessment (see Exhibit A-5 attached hereto, the "Assessment") prepared prior to the Concessionaire taking possession of the Leased Premises, taking into account any matters that may have been reported in that baseline Assessment (but not detected due to improved detection methods at the time), shall be the sole responsibility of the Concessionaire, and the Concessionaire shall be obligated to promptly and continuously effect all remediation, assessment, and monitoring of such environmental contamination, and to have prepared, at its expense, a post-remediation environmental assessment substantiating completion of such remediation in accordance with all applicable laws and agency rules, including, without limitation, all post-remediation sampling, monitoring, and additional or supplemental remediation. The post-remediation environmental assessment and subsequent monitoring shall be certified to the City by a licensed Florida engineering firm.

The Concessionaire and its contractors shall coordinate and obtain prior approval from the City for all phases of investigations, assessments, and remediation. The City and the Concessionaire shall furnish to the other party true and complete copies of all environmental assessments and reports concerning the Leased Premises, including copies of all sampling and other data obtained as a result of any investigations, assessments, and remediation. During the term of this Agreement, the Concessionaire shall grant the City or the City's

designated representative access to the Leased Premises to perform any environmental assessment activities or inspections it deems necessary.

Notwithstanding any other provision contained in this Agreement, the parties hereto specifically agree that the provisions of this section will survive the termination of this Agreement and will inure and be enforceable against each and every successor and assigns of a party to this Agreement.

END OF ARTICLE

Article 14

FACILITY MAINTENANCE

Except as indicated herein, the City shall not be obligated to provide maintenance or repairs in or to or upon or adjoining the Leased Premises or to any structure(s) or other improvement(s) constructed/installed/located therein or thereon.

The following are the responsibilities of the parties hereto.

Concessionaire's Responsibility

Except as otherwise expressly provided in this Article, the Concessionaire shall, at its sole cost and expense, maintain all portions of the Leased Premises in accordance with the following.

Terminal Building, Kiosk, and Rental Car Ready Areas

Terminal building, kiosk, and ready/return areas shall be maintained and operated in accordance with Exhibit C, Operation and Maintenance Responsibilities. The Concessionaire, at its own expense, shall perform all preventive maintenance and ordinary upkeep and nonstructural repair of its Leased Premises and equipment, including but not limited to, fixtures, doors, floor coverings, and walls (painting and wall covering). The Concessionaire shall be required to keep all such areas in good operating condition and repair at all times.

1. During the term of this Agreement, the City shall provide, at its expense: Custodial services for the nonleased public areas of the terminal building
2. Pest control services for the Leased Premises and the adjacent areas

The Concessionaire agrees to keep all of the Leased Premises in the terminal building, and areas outside the terminal building used in the course of its normal daily operations, in a neat, clean, safe, sanitary, and orderly condition at all times; that it will keep such areas free at all times of all paper, rubbish, and debris; and that the Concessionaire will deposit all trash and debris resulting from its operations in its Leased Premises in containers approved by the City.

The Concessionaire agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its Leased Premises in the terminal building, kiosk, and ready/return areas. The Concessionaire also agrees to keep and maintain the Leased Premises in the terminal building, kiosk, and ready/return areas in a clean, neat, and sanitary condition and attractive appearance, including the routine cleaning of the carpets in its terminal building office and ticket counter area, with "routine" being defined as at least quarterly.

All maintenance relating to the terminal building counter areas assigned for the rental car concession, including all equipment and furnishings therein, will be the responsibility of the Concessionaire and the Concessionaire will be required to keep the area in good operating condition and repair, shall keep such areas in a clean and neat condition and appearance, and shall provide all janitorial, carpet cleaning, and other services.

The Concessionaire shall be responsible for keeping the ready car area assigned to it free of paper, rubbish, and debris.

Service Facility

The Concessionaire shall maintain the Service Facility in accordance with Exhibit C - Operating and Maintenance Responsibilities, at its sole cost and expense.

Further, the Service Facility portion of the Leased Premises shall at all times be kept in a clean, safe, and orderly condition and appearance, together with all fixtures, equipment, and personal property of the Concessionaire and the City thereon, and all rental car equipment and property at the sole cost and expense of the Concessionaire. The Concessionaire shall provide janitorial/custodial service within the office portions of the buildings at a level equivalent to a first class office building in Pensacola, Florida.

The Concessionaire at its sole expense shall take good care of the Leased Premises Improvements at the Service Facility, including, but not limited to, walls, windows, partitions, floors, ceilings, plumbing, and mechanical fixtures and systems, doors, columns, paving, fuel equipment and fueling system, car wash equipment and car wash system, fences between service sites, and gates installed by the City and shall perform day-to-day upkeep and preventive maintenance and make all structural and nonstructural repairs, repaving, replacements, rebuilding, and painting necessary to keep such premises in the condition existing at the completion of construction. To keep any equipment, improvements, additions, systems, and fixtures made or installed during the term hereof in the condition they were in when made or installed. Also, the Concessionaire is responsible for maintaining the surface storm water drainage facilities.

Further, the Concessionaire shall procure pest control services for the Service Facility. The pest control services specifications will be substantially the same as the pest control services specification in the City's contract with its pest control service contractor. Copies of this specification can be obtained from Airport administration.

Prior to the first Agreement Year of operation at the Service Facility the City shall deliver to the Concessionaire all warranty and operations and maintenance materials for the equipment and systems installed in the Service Facility. During the first Agreement Year, the City will assist the Concessionaire if needed to ensure that all warranty issues are resolved by its contractor(s) and the equipment suppliers.

The Concessionaire is to provide, at its sole expense, routine and preventative maintenance for all equipment and operating systems provided by the City and the routine and preventative maintenance will be consistent with the manufacturer's recommendations. Routine maintenance includes repairs, replacements, and renewal of equipment and systems.

For the systems and equipment listed below, the Concessionaire shall contract with service contractors for preventive maintenance. The service contractors must be certified by the manufacturers and have verifiable qualifications and experience providing preventative maintenance services on equipment and systems listed below.

Fuel system

Car wash system

Mechanical automobile hoist

Automated overhead doors

Fire alarm/fire suppression systems

Heating, ventilating, and air conditioning system

Gate access

Central vacuum systems

Compressed air and fluids systems

Within ninety (90) days of the date of this Agreement, the Concessionaire shall submit to the City for approval its service contractors' qualifications and experience to perform preventative maintenance on the equipment and systems and a fully executed copy of the service contracts. The Concessionaire is encouraged to contract with the manufacturers of the equipment and systems for preventative maintenance.

The Concessionaire contracting with qualified service contractors to maintain the Service Facility equipment and systems is a material consideration for this Agreement. Failure to contract for these preventative maintenance services (and to maintain these contracts in full force and effect during the term of this Agreement) is a breach of the Agreement that will result in termination in accordance with the provisions of Article 13 hereof.

The Concessionaire will maintain maintenance records of all routine and preventative maintenance and the City may, as part of any inspection or audit, request the maintenance records for the operating systems and equipment provided by the City as part of the Service Facility.

If the City finds that the equipment or systems are not being maintained in accordance with the manufacturers' recommendations, the City will notify the Concessionaire in writing to complete the routine and preventative maintenance and failure by the Concessionaire to complete the maintenance and/or any repairs will constitute a default under this Agreement as specified in Article 13.

Re-lamping of all lights located within the Concessionaire's Service Facility shall be the responsibility of the Concessionaire.

Operation of Fuel Storage and Dispensing Equipment

The Concessionaire shall operate the fuel facilities in such a manner as to meet all federal, State, and local requirements, and the Concessionaire will reduce (and in each instance where necessary by Environmental Laws or rule, timely report any such incident to the appropriate authorities and the City) to the minimum any spillage, overflowing, or escaping of gases, petroleum, or petroleum products to that which is reasonably practicable, considering the nature and extent of the Concessionaire's operations.

Further, the fuel tank is registered in the City's name. The fuel tank registration will be modified to show the City as the owner and the Concessionaire as the operator. The Concessionaire will be responsible for all annual or other inspection requirements and maintenance and repairs to the fuel tank and all associated system components and piping.

Disposable Waste

The Concessionaire shall provide a complete and proper arrangement, in compliance with all ordinances of the City, for the adequate, sightly, and sanitary handling and disposal, away

from the Airport, of all solid waste, such as rubbish, grass clippings and landscape pruning, trash, garbage, discarded machinery or parts, and other refuse caused as a result of the Concessionaire's operations. The Concessionaire shall provide and use suitable covered metal receptacles for all garbage, trash, and any other solid industrial wastes. This shall be accomplished in a manner that is totally screened from and out of public view and prevents odors, fumes, attraction of pests, and dispersal of wastes due to vehicle operations, wind, or water runoff. Solid waste receptacles shall be serviced frequently by qualified waste removal and disposal services, and the area in which such receptacles are stored shall be kept clean and free of litter and debris.

A separate drainage, collection, and/or separation system is provided within and for the Leased Premises to ensure that no untreated liquid waste from any type of operation, including, but not limited to, paint stripping, steam and chemical cleaning, washing, or other types of maintenance activity on vehicles or equipment or components thereof, enters the Airport storm drainage system, sanitary sewer system, or aquifer. The Concessionaire shall, at all times, maintain this system and comply with all applicable laws, ordinances, rules, regulations, and/or orders of any governmental agency having authority or jurisdiction over the treatment or disposal of liquid waste.

City's Rights and Responsibilities

Terminal Building and Rental Ready Area

In accordance with Exhibit C, Operation and Maintenance Responsibilities, the City shall maintain and repair those portions of the terminal building and the ready car area identified on Exhibit A-1 and Exhibit A-2. Such maintenance and repair shall be performed without additional charge to the Concessionaire, excepting damage or destruction caused by the Concessionaire, its officers, agents, employees, subcontractors, and invitees. In the event of any such damage or destruction, the Concessionaire shall be solely responsible for all cost and expense for or associated with such repair, including, but not limited to, engineering, architectural, or other consultants' fees; inspection fees; labor; and materials. In the event of such damage or destruction, the City may, at its option, require the Concessionaire to perform repairs to the satisfaction of the Airport Director, or itself perform or cause to be performed the same, in which event the Concessionaire shall reimburse the City for all such costs and expense incurred in connection therewith, upon receipt of demand therefor.

The City shall maintain the structural parts of the terminal building, described in Exhibit A-1, which structural parts shall include only the foundations, subflooring, roofs, including bearing and exterior walls, and glass and doors. The City shall:

1. At the counter location, provide maintenance for the floors and walls of the public areas of the building.
2. Maintain window frames, gutters, and downspouts of the terminal building.
3. Maintain the unexposed electrical, plumbing, and sewage systems of the terminal building.

4. Maintain heating, ventilation, air conditioning, electrical, and fire sprinkler systems within the terminal building.
5. Maintain ready car area pavement and lighting.
6. Provide janitorial services in the terminal building only for common areas.

The City shall be responsible for maintenance of the common areas of the Service Facility Area. Further, the City shall be responsible for the maintenance of the subsurface storm water facilities in the Service Facility Area.

Operating and Maintenance Responsibilities Matrix

The operating and maintenance responsibilities of the parties are summarized in Exhibit C, Operation and Maintenance Responsibilities, attached hereto.

City's Right to Inspect and Make Repairs

The City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (at reasonable times and with as little interruption of the Concessionaire's business as is reasonably practical), to enter upon the Leased Premises accompanied by an authorized representative, if practical, for the following purposes:

1. To inspect such area to determine whether the Concessionaire has complied, and is in compliance, with the terms and conditions of this Agreement. The City shall be the sole judge of the quality of cleaning, systems monitoring, preventative maintenance, and maintenance.
2. Upon reasonable notice to the Concessionaire to perform such maintenance, cleaning, or repair as the City reasonably deems necessary, and if the Concessionaire fails to perform its obligations under this Article, the City may perform the work and recover the reasonable cost of such maintenance, cleaning, or repair from the Concessionaire, plus a twenty-five percent (25%) administrative charge from the Concessionaire that constitutes Additional Rent and is due within ten (10) days of the date of the invoice sent to the Concessionaire by the City.
3. To perform any and all things that the Concessionaire is obligated to perform and has failed to perform after reasonable notice to do so.
4. In the exercise of the City's police powers.
5. Enter the Leased Premises to conduct end of Agreement inventories, inspections, assessments, and reletting activities.

Without limiting the generality of the foregoing, the City, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Concessionaire or for the benefit of others at the Airport, to maintain existing or future utilities systems or portions thereof in the Leased Premises, including therein, without limitation thereto, systems

for the supply of heat, hot and cold water, gas, electricity, and for the furnishing of fire alarm, fire protection, sewage, drainage, air conditioning, telephone, telegraph, and equipment connected with or appurtenant to all such systems, and to enter upon the Leased Premises at all reasonable times to make such repairs, alterations, and replacement as may, in the opinion of the City, be deemed necessary or advisable and from time to time, to construct or install over, in, under, or through the Leased Premises new lines, pipes, mains, wires, conduits, and equipment; provided, however, that such repair, alteration, replacement, or construction shall not unreasonably interfere with the use of the Leased Premises by the Concessionaire.

Notwithstanding the above language, the City shall have the right in the exercise of its police powers to immediate access to utilities systems or portions thereof in Leased Premises in the event of an emergency that would threaten the safety of human life and/or the Property of the City.

Nothing in this section shall, or shall be construed to, impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure so to do.

END OF ARTICLE

Article 15

GENERAL PROVISIONS

Airport Development Rights

Subject to the provisions of the Eminent Domain and Substitution of Premises/Leasehold Condemnation Rights discussed later in the Article, the City reserves the right to further develop or improve all areas within the Airport, including the terminal building, parking and roadways, landing areas, and the Service Facility Area as the City may determine, in its sole discretion (which discretion shall not be unreasonably exercised), to be in the best interest of the Airport, regardless of the desires or views of the Concessionaire and without further interference or hindrance from the Concessionaire. Further, the City retains the right to access any portion of the Leased Premises and any utilities and to perform work or construct necessary elements.

Except as may be required by this Agreement or any other agreement between the parties, the City reserves the right, but shall not be obligated to the Concessionaire, to keep and repair all areas, including landing areas, of the Airport.

The Agreement shall be subject and subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government and the State of Florida, relative to the development, operation, and maintenance of the Airport, subject to the Concessionaire's rights hereunder.

Agent for Service of Process

It is expressly understood and agreed that if the Concessionaire is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then, in any such event, the Concessionaire does designate the Secretary of State of the State of Florida, or its agent, for the purpose of service of process in any court action between it and the City arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Florida for service upon a nonresident. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, the Concessionaire may be personally served with such process out of this State by the registered mailing of such complaint and process to the Concessionaire at the address set out hereafter in this Agreement under the section entitled "Notices." Any such service out of this State shall constitute valid service upon the Concessionaire as of the date of mailing, and the Concessionaire shall have thirty-five (35) days from date of mailing to respond thereto. It is further expressly agreed that the Concessionaire is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all obligations and protest thereto, any laws to the contrary notwithstanding.

Waiver of Jury Trial, and Complete Agreement

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by any party against the other on any matters whatsoever arising out of or any way connected with this Agreement, the relationship of the parties, or pertaining to a party's use or occupancy of the

Service Facility or adjacent City properties. This waiver of jury trial is material inducement to the agreement of each party to enter into this Agreement.

This Agreement, including the above recitals and all attachments hereto, all of which are incorporated herein as agreed upon terms and conditions, constitutes the entire agreement between the parties and is deemed to subsume any previous agreement whether written or oral. This Agreement may be amended only in a writing signed by all parties hereto.

Authorization

The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to the Concessionaire.

If the Concessionaire is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signatory to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

If the Concessionaire is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signatory to this Agreement by his/her execution of it.

If the Concessionaire is a limited liability company, the undersigned warrants and represents that (1) he/she is the managing member or member of the limited liability company authorized to execute this Agreement on the limited liability company's behalf; (2) his/her execution of this Agreement has been authorized by all of the members of the limited liability company and is in the usual course of the company's business; and (3) by his/her execution of this Agreement, the limited liability company shall be deemed a signatory to this Agreement.

Collateralization Rights

The Concessionaire is hereby authorized to use as collateral any of its Trade Fixtures it places on the Leased Premises, and any of its personal property used or stored on the Leased Premises.

Concessionaire shall not use as collateral this Agreement itself, its operating rights under this Agreement, or its right to occupy or use any improvements or fixtures it constructs or installs on its Leased Premises. If the Concessionaire assigns this Agreement, or its operating rights under this Agreement, or its right to occupy or use any improvements or fixtures it constructs or installs on its Leased Premises to a third party as collateral for a loan the Concessionaire obtains from said third party, or to secure performance of the Concessionaire's obligations under an agreement with said third party, or for any other reason whatsoever, said assignment shall be deemed a material breach of this Agreement. Furthermore, said collateralization shall not be binding upon the City, and the assignee or lien holder shall have no interest in the Agreement, nor shall assignee or lien holder enjoy any concession operating rights upon the Airport, or any right to occupy or use any improvement or fixture upon the Airport,

should the Concessionaire default in the payment of its loan, or performance of its agreement, with said third party.

Should the Concessionaire encumber any Improvements or Trade Fixtures it constructs or installs upon the Leased Premises, the Concessionaire shall be responsible for eliminating said lien or encumbrance, and holding the City harmless from said encumbrance, at the time said Improvements and Trade Fixtures are conveyed to the City, following the expiration or sooner termination of this Agreement.

Compliance with Rules and Regulations

It is expressly understood that the Concessionaire agrees to conform to all federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed, and that the Concessionaire agrees that the City of Pensacola is to be held free and harmless from any act or failures by the Concessionaire to do so. The Concessionaire understands and agrees that all documents, reports, and other records relating to this Agreement shall be governed by Chapter 119 of the Florida Statutes, the Public Records Law.

The Concessionaire shall obtain and maintain in force all licenses, permits and other certificates required by federal, State, City, or municipal authorities for its operation under the terms of this Agreement.

The Concessionaire agrees to observe all security requirements of the Transportation Security Administration, 49 CFR Part 1542, and the Airport Security Program as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that its employees, invitees, agents, and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by federal, State, City, or municipal authorities as a result of the acts or omissions of the Concessionaire, its employees, invitees, agents, and guests, then the Concessionaire shall be responsible to pay or reimburse the City for all such costs and expenses.

Concurrence by FAA and TSA

In the event that, prior to execution of this Agreement, the Federal Aviation Administration or the Transportation Security Administration or their successors require changes in this Agreement as a condition precedent to its concurrence, the Concessionaire agrees to consent to such modifications of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such concurrence.

Consent of the Parties

Where this Agreement requires the consent of one or more parties, the Concessionaire and the City agree that such consent shall not be unreasonably withheld or delayed.

Damage to Airport

The Concessionaire shall be liable for any damage to its Leased Premises and Trade Fixtures thereon and to the Airport and to any improvements thereon caused by the Concessionaire, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear (as

determined by the City) excepted. All repairs for which the Concessionaire is liable shall be made by the Concessionaire with due diligence and in a manner acceptable to the City unless the City determines that it is more appropriate for the City to make the repairs. In such case, the City shall make the repairs at the Concessionaire's expense. All repairs for which the Concessionaire is liable and which are not undertaken after the City has given the Concessionaire notice to so do shall be performed by the City, in which event the Concessionaire shall reimburse the City for the cost thereof, plus a twenty-five percent (25%) administrative charge as Additional Rent, and said amount shall be due no later than the next payment otherwise due the City.

Disadvantaged Business Enterprise (DBE) Participation

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this rental car concession. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in award or performance of these concession services. All firms qualifying under this solicitation are encouraged to submit proposals. These requirements apply to all concessionaires, firms, and suppliers. A DBE concession specific goal of ten percent (10%) of (annual gross receipts; value of leases and/or purchases of goods and services) has been established for this concession. The Concessionaire shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for DBE participation in the performance of this concession.

The Concessionaire will be required to submit the following information: (1) the names and addresses of DBE firms and suppliers that will participate in the concession, (2) a description of the work that each DBE will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written and signed documentation of commitment to use a DBE whose participation is intended to meet a contract goal; (5) written and signed confirmation from the DBE that it is participating in the concession as provided in the Concessionaire's commitment, and (6) if the contract goal is not met, evidence of good faith efforts.

Eminent Domain

In the event that all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful condemning or by the City exercising its powers of eminent domain (or in the event that all or any portion of the Leased Premises is conveyed to such a condemning, the City, in settlement and acceptance of such condemning, offers to purchase all or any portion of the Leased Premises under power of condemnation or eminent domain), the proceeds, if any, will be deposited in the Airport Fund. If a portion of the Leased Premises is to be taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized purposes contemplated by this Agreement, as set forth in Article 4, Privileges and Uses, in an economically viable manner, then this Agreement shall be deemed terminated at the end of a period of sixty (60) days following said taking or conveyance, and the Concessionaire's obligations hereunder, including payment of rent and performance of other terms and conditions of this Agreement, shall cease accruing following said 60 day period. At the end of said 60 day period, the Concessionaire shall surrender the Leased Premises and the Improvements, fixtures, and personal property located thereon, in accordance with the provisions below.

The City expressly reserves the right to grant or take easements or right-of-way across the Leased Premises if the City determines it is in its best interest and in accordance with applicable Florida law of eminent domain.

Entire Agreement

This writing is the entire agreement of the parties. No representation, warranties, inducements, or oral agreements previously made between the parties shall continue unless stated herein. This Agreement shall not be changed, modified, or rescinded except in writing, signed by all parties.

Environmental Compliance

The Concessionaire shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Concessionaire's actions and inactions resulting directly or indirectly from its occupancy, use, or lease of its Service Facility and surrounding City properties, including, without limitation, State and federal laws regulating storm water runoff contamination and pollution prevention, State and federal laws regulating soil, water, and groundwater quality, and State and federal laws regulating air quality. With regard to storm water runoff and any compliance matters related thereto, the parties hereby agree that it is Concessionaire's sole responsibility to timely file or amend any required application, Notice of Intent, or permit, as well as make themselves aware of and comply with any and all Environmental Laws and SWPPPs (Storm Water Pollution Prevention Plans) that may pertain to its operations and occupancy of City property.

Exclusivity

The City agrees that it will not permit more than six (6) rental car concessions to operate simultaneously from the Airport at any given time during the term of this Agreement. However, if the City executes fewer than 6 rental car concession agreements pursuant to the subject Request for Proposals, or if the City terminates a concessionaire's concession rights because of the concessionaire's default under its Agreement, the City reserves the right, but shall not be obligated, to award a rental car concession to any third party whomsoever, upon terms and conditions acceptable to the City, subject to the provisions hereof and subject to the same expiration date as those rental car concession agreements entered into in response to the Request for Proposals, provided that no more than 6 concessions are operating from the Airport at any one time.

The City shall have the right to permit other rental car companies, with which the City has not executed rental car concession agreements, to enter upon the Airport and terminal building to pick up and drop off their customers, to purchase advertising space on the Airport and within the terminal building, to permit said other rental car companies to establish a courtesy phone system on the Airport, and to permit said other rental car companies to service individuals arriving and departing the fixed base operation and corporate operations located upon the Airport, including the placement of rental vehicles at the fixed base operation and corporate operations for use by their customers.

Federal Aviation Act - Section 308

Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Concessionaire shall have the right to exclusive possession of the Leased Premises under the provisions of the Agreement.

Force Majeure

Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by any reason of rental car (but not airline) strikes, walkouts, or other rental car industry related labor disputes, embargoes, shortages of material, acts of God, weather conditions such as hurricanes, tornadoes, or floods, acts of war, or terrorist attack.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venues for any actions arising out of this Agreement will lie in Escambia County, Florida.

Headings

The headings contained in this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of the Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are made a part of this Agreement.

Incorporation of Required Provisions

The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Labor

The Concessionaire warrants that it will not take any action or refrain from taking any action that will cause any labor problem that will affect the City directly or remotely in the event of any strike, walk out, or other labor problem or difficulty directly or indirectly related in any way to this Agreement, the Concessionaire, the Concessionaire's business, or the Concessionaire's action or inaction and the Concessionaire shall save the City harmless from all liability whatsoever and shall indemnify the City for all demands, claims, judgments, arbitration awards, and other costs arising therefrom.

Lawful and Reasonable Use

The Concessionaire may not do anything in or upon the Leased Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s),

or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may inform the Concessionaire of such violation and set a date for abatement.

No Diversion

The Concessionaire shall not, through its officers, agents, representatives, or employees, divert or cause to be diverted prospective rental car customers from the Airport, in order to avoid paying percentage of Gross Revenue payments or Customer Facility Charges to the City.

Nondiscrimination

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owners 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.

The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

The Concessionaire, for itself, its personal representatives, successors in interest, assigns, and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises and any Improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any Improvements on, over, or under the Leased Premises and the furnishing of services therein; and (3) the Concessionaire shall use the Leased 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, *Non-Discrimination 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.

The Concessionaire shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof and it shall charge fair, reasonable, and nondiscriminatory prices for each unit or service, provided that the Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

Noncompliance with the above provisions, after written findings, shall constitute a material breach hereof and in the event of such noncompliance, the City shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of the City or the United States, either or both said governments shall have the right to judicially enforce said above provisions.

Nonliability of Agents and Employees

No member, officer, agent, director, or employee of the City or the Concessionaire shall be charged personally or held contractually liable by or to the other party under term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution.

Notices

All notices by either party to the other shall be made by registered or certified mail of the United States of America, postage prepaid, or by any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such mailing. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

All notices to the Concessionaire shall be mailed to:

Executive Car Rental, Inc.
2387 E. 8 Mile Road
Warren, MI 48091
Attn: Mr. Zubair Ahmed

The parties from time to time may designate in writing changes in the address stated.

Other Locations

Upon terms and conditions acceptable to the City, the Concessionaire may establish, on either an exclusive or non-exclusive basis, arrangements with other Airport tenants, other than Airport tenants located in the Airport terminal building, whereby the Concessionaire may rent Motor Vehicles from the leased premises of said tenant on the Airport, provided that gross revenues from said rental transactions shall be included in "Gross Revenues" as defined in this Agreement; and provided further that the Concessionaire must continue to maintain and operate its office and rental car counter area in the Airport terminal building.

Quiet Enjoyment

The City represents that, upon the payment of fees when due and upon performance of all other conditions herein, the Concessionaire shall peaceably have, possess, and enjoy the Leased Premises and uses herein granted without hindrance or disturbance from the City, subject to the City's audit, inspection, eminent domain, relocation, and Airport development rights discussed elsewhere herein.

Relationship of Parties

Except as otherwise specifically provided herein, it is understood that the City is not in any way or for any purpose partner or joint venturer with, or agent of, the Concessionaire in its use of the Leased Premises.

Renewal

The Concessionaire understands and agrees that, at the termination of the Agreement term, the Concessionaire shall have no guaranteed or preferential right of maintaining its Airport rental car concession rights. Should the Concessionaire desire to renew its Airport rental car concession rights following the expiration of this Agreement, the Concessionaire shall submit a proposal, pursuant to the Request for Proposals issued by the City at said time. The Concessionaire's proposal shall be reviewed by the City, along with all other proposals, if any, in accordance with the criteria, terms, and conditions established by the City for the award of new concession operating rights, set forth in the Request for Proposals issued by the City at said time. Past and persistent breaches by the Concessionaire under this Agreement shall be sufficient cause for the City, in its sole discretion, to refuse to relet the Leased Premises to the Concessionaire whether or not said past breaches were cured by the Concessionaire.

Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

Subordination

This Agreement shall be subordinate to existing and future Airport Bond Resolutions and the City's *Rental Car Business Regulation – City Code Section 10-2-80*. Conflicts between this Agreement and the Bond Resolution, as it may be amended or supplemented from time to time, or any other resolution of the City authorizing the issuance of bonds to finance Airport improvements.

This Agreement shall also be subject to and subordinate to agreements between the City and the State and federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport, including the expenditure of federal funds for development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

Any agreements hereafter made between the City and the United States will not be inconsistent with rights granted to the Concessionaire herein.

Substitution of Premises/Leasehold Condemnation Rights

The Concessionaire understands and agrees that the City has the right to take all or any portion of the Leased Premises, and any additions, alterations, or improvements thereon, should the City, in its sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes. If such action is taken, the City shall substitute comparable areas within the Airport, or any additions or extensions thereof, brought to the same level of improvement as the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvement as the area taken,

and of moving the Concessionaire's improvements, equipment, furniture, and fixtures to the substituted area. If any of the Concessionaire's improvements, equipment, furniture, or fixtures cannot be relocated, the City shall replace, at its own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by the Concessionaire, or any mortgagee or other third party. It is the specific intent of this paragraph that the Concessionaire be placed, to the extent possible, in the same position it would have been had the City not substituted new premises for the Leased Premises; provided, however, that the City shall not be obligated to reimburse the Concessionaire for lost profits or revenues due to such substitution. In the event that the substituted area results in percentage payments to the City of less than the Concessionaire's Minimum Annual Guarantee per month, the Concessionaire shall have the right to cancel this Agreement by giving the City sixty (60) days written notice. It is expressly understood by the Concessionaire that this paragraph does not apply to the initial allocation of rental car counters, kiosks, and rental car parking spaces in response to RFP No. 09-028.

Nothing in this section shall be construed to adversely affect the City's rights to condemn the Concessionaire's leasehold rights and interests in the Leased Premises, and improvements thereon, should the City, in its sole discretion, determine that it requires all or any portion of the Leased Premises, and improvements thereon, for other Airport purposes. The City may exercise its leasehold condemnation rights in lieu of the City's substitution rights set forth above. In the event that the City proceeds by way of condemnation, shall not apply, and the Concessionaire shall be entitled to compensation for its leasehold interest in that portion of the Leased Premises, and improvements thereon, so taken, in accordance with applicable Florida condemnation law.

Taxes and Fees

Any and all taxes, fees, and charges of whatever character that may be levied, assessed, or charged by any governmental entity shall be paid directly by the Concessionaire. The Concessionaire shall have the right at its sole cost and expense to contest the amount or validity of any taxes, fees, or licenses as may have been levied, assessed, or charged. The Concessionaire shall reimburse the City for any taxes and fees levied on the City for spaces used or occupied by the Concessionaire.

In accordance with Florida law, every person who rents or leases any real property or who grants a license to use, occupy, or enter upon any real property is exercising a taxable privilege. The tax shall be added to the sales price or rental and the amount of the tax shall be separately stated as Florida tax on any charge tickets, sales slips, invoices, or other tangible evidence of sale or rental. The City will forward to the Concessionaire invoices for sales tax and the Concessionaire will pay the tax to the taxing agency.

Time Is of the Essence

Time is of the essence for this Agreement.

Vending Machines and Exclusive Concessions

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Leased Premises, or any improvements or additions thereon, except with the permission of the City; and the number, type, kind, and locations thereof shall be solely at the discretion of the City. The Concessionaire shall not permit the installation of any such machines, except by an entity authorized by the City or unless the City agrees to the Concessionaire or its subtenants installing their own machines for use by employees and guests of the Concessionaire and its subtenants. In using its Leased Premises, the Concessionaire shall not violate in any manner the exclusive use rights that have been granted, or may be granted in the future, by the City to other businesses servicing the terminal building and the Airport.

Waiver of Claims

The Concessionaire hereby waives any claim against the City of Pensacola, Florida, and its officers or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void, or avoidable, or delaying the same or any part hereof, from being carried out.

Public Records Laws

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

END OF ARTICLE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Executive Car Rental, Inc
(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved As To Substance:

Attest _____
Corporate Secretary

Department Director/Division Head

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBITS

Exhibit A-1: Leased Premises - Terminal Building

Exhibit A-2: Leased Premises - Ready/Return Parking Space and Kiosk

Exhibit A-3: Leased Premises - Service Facility Site Plan

Exhibit A-4: Leased Premises - Service Facility Assigned to Concessionaire

Exhibit A-5: Cameron-Cole Environmental Baseline Report

Exhibit B: Reserved

Exhibit C: Operating and Maintenance Responsibilities Matrix

Exhibit D: Federal Aviation Administration Grant Assurances

Exhibit E: Monthly Privilege Fee and CFC Revenue Report Format