

REQUEST FOR PROPOSALS FOR RENTAL CAR CONCESSION AND LEASE AGREEMENTS AT THE SPOKANE INTERNATIONAL AIRPORT

The Spokane Airport Board (herein called the "Board") hereby invites interested parties to submit proposals for the award of non-exclusive rental car concession and lease agreements to permit the operation of up to seven (7) rental car concessions at Spokane International Airport pursuant to the terms and conditions herein set forth in these proposal and contract documents.

Commencing Friday April 29, 2022, proposal and contract documents may be downloaded from our website: <http://business.spokaneairports.net/rfp>.

An optional Pre-Proposal Meeting will be held on Tuesday, May 10, 2022, at 11:00 a.m. Pacific Daylight Time to discuss the contract documents. Interested parties may attend by video conference through the Zoom platform using the following link:

<https://us06web.zoom.us/j/85999217578?pwd=VIZjRUlVUld1TFBNTTMxWE1BenlHZz09>

or by telephone by calling (253) 215-8782 and using Meeting ID: 859 9921 7578#, Passcode 427331#. If you have any technical difficulties connecting into the meeting, please contact Mr. Andrew Barrington whose contact information is provided below.

Sealed proposals for the operation of rental car concessions will be received by the Spokane Airport Board, 9000 W. Airport Dr., Suite 204, Spokane, Washington 99224, until 2:00 p.m. Pacific Daylight Time on Friday, June 17, 2022.

Prior to the execution of the Rental Car Concession and Lease Agreement, a Selection Meeting shall be scheduled for qualified Proposers to select their positions based on highest to lowest based on the total dollar amount of the five (5) year Minimum Annual Guarantees submitted by Proposer.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Spokane Airport Board has implemented an airport concession disadvantaged business enterprise (ACDBE) plan under which qualified firms may have the opportunity to operate an airport business. The Proposer shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

One original paper copy and one electronic copy (pdf format on flash drive) of all documents listed on the "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession RFP Submittal, Spokane International Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and to the Spokane International Airport, 9000 W. Airport Dr., Suite 204, Spokane, Washington, 99224, attention of the Special Projects Manager – Properties & Contracts. It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Spokane International Airport Administration Department by the appointed date and time. The Board reserves the right to reject any or all proposals, portion or parts thereof, and to waive all minor irregularities in the Proposals.

For additional information contact: Mr. Andrew Barrington, Special Projects Manager – Properties & Contracts, at abarrington@spokaneairports.net or (509) 455-6431.

**REQUEST FOR PROPOSALS
NON- EXCLUSIVE RENTAL CAR CONCESSION**



April 29, 2022

REMINDER OF CRITICAL DATES

Pre-Proposal Conference:	May 10, 2022	11:00 a.m.
Question Deadline	May 13, 2022	4:00 p.m.
Proposal Due Date:	June 17, 2022	2:00 p.m.

TABLE OF CONTENTS
NON-EXCLUSIVE RENTAL CAR CONCESSION

1.	REQUEST FOR PROPOSAL (RFP).....	2
2.	RENTAL CAR CONCESSION AND LEASE AGREEMENTS.....	2
3.	PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS.....	2
4.	CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER	3
5.	DUAL BRANDING	4
6.	AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)	4
7.	PRE-PROPOSAL MEETING.....	5
8.	ADDENDA.....	6
9.	PROPOSAL FORM.....	6
10.	PROPOSAL GUARANTY	6
11.	MINIMUM QUALIFICATIONS AND QUALIFICATION FORM	7
12.	PROPOSERS AFFIDAVIT	7
13.	SUBMISSION OF PROPOSALS.....	7
14.	OPENING AND EVALUATION OF PROPOSALS	8
15.	WITHDRAWAL OF PROPOSALS	8
16.	REJECTION OF PROPOSALS.....	8
17.	BREAKING OF A TIE PROPOSAL	9
18.	PROHIBITION AGAINST LOBBYING.....	9
19.	RESPONSIBILITY OF PROPOSERS	9
20.	ACCEPTANCE OF PREMISES “AS IS”	9
21.	STATISTICAL INFORMATION	9
22.	PUBLIC DISCLOSURE.....	10
	ATTACHMENT #1	11
	ATTACHMENT #2	12
	ATTACHMENT #3	14
	ATTACHMENT #4	17
	ATTACHMENT #5	18
	ATTACHMENT #6.....	19
	EXHIBIT A – GROUND TRANSPORTATION TICKET COUNTER/OFFICE/QUEUING AREA AND READY/RETURN RENTAL VEHICLE PARKING	21
	EXHIBIT B – QTA FACILITY	22
	EXHIBIT C – STATISTICAL INFORMATION – REVENUE DATA/PASSENGER TRAFFIC.....	23
	EXHIBIT D – SAMPLE RENTAL CAR CONCESSION AND LEASE AGREEMENT	25

INSTRUCTIONS TO PROPOSERS

1. REQUEST FOR PROPOSAL (RFP)

A. Sealed proposals for the award of non-exclusive Rental Car Concession and Lease Agreements to permit the operation of up to seven (7) rental car concessions at Spokane International Airport are solicited by the Spokane Airport Board (herein referred to as "Board"). The current rental car Concession and Lease Agreements expire September 30, 2022. The Board shall provide seven (7) locations in the Ground Transportation Center, to include the QTA Facility, for seven (7) on-airport operators that shall be utilized by the successful Proposers.

B. Proposals for the Rental Car Concession and Lease Agreements will be received at the Administration Offices on the second floor of the Terminal, at 9000 W. Airport Dr., Suite 204, Spokane, WA 99224, until 2:00 p.m., Pacific Daylight Time, on Friday, June 17, 2022.

C. Prior to the execution of the Rental Car Concession and Lease Agreement, a Selection Meeting shall be scheduled for qualified Proposers to select their positions based on highest to lowest MAG proposal submitted.

2. RENTAL CAR CONCESSION AND LEASE AGREEMENTS

The Rental Car Concession and Lease Agreements shall commence October 1, 2022 and shall expire on September 30, 2027 and must be executed by the successful Proposers and returned to the Board on or before July 14, 2022. The Rental Car Concession and Lease Agreement shall be in the form attached as "Exhibit D".

3. PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS

A. The Board shall allocate available rental car premises, as outlined below, based on the total dollar amount of the five (5) year Minimum Annual Guarantees submitted by Proposer. The order of selection will be on ranking from highest to lowest dollar amount. The highest successful Proposer shall select first, the second highest successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

B. The Ground Transportation ticket counter/office/queuing areas are outlined on Exhibit A. There are seven (7) counters with supporting offices and queuing.

C. There is a total of five hundred eighty-six (586) Ready/Return rental vehicle parking stalls as outlined on Exhibit A which will be fully allocated among the successful Proposers. The Ready/Return rental vehicle parking stalls will be allocated to the successful proposers based on their proportionate share of the total amount of their five (5) year Minimum Annual Guarantees to the sum of all successful proposers proposed five (5) year Minimum Annual Guarantees.

D. The QTA Facility consists of ten (10) bays with queuing areas, overflow parking and wrecker parking as depicted on Exhibit B, all of which will be fully allocated among the successful Proposers. Each Bay shall include one (1) car wash, service area and a fueling station with vacuuming operation area.

4. CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER

The Successful Proposer shall pay to the Board, on a monthly basis, as compensation for the Concession Privilege granted to it pursuant to the Rental Car Concession and Lease Agreement:

1. **Concession Fee** – the greater of either:
 - a. ten percent (10%) of the Operator’s annual Gross Revenues (“Percentage Concession Fee”); or
 - b. the respective annual amount proposed as the Operator’s Minimum Annual Guaranteed Fee (“MAG”):

Each Successful Proposer’s total MAG for the term of the Rental Car Concession and Lease Agreement shall be used to determine its relative order of selection of 1) Counter/Office/Queuing space in the Terminal, 2) rental vehicle parking stalls in the Ready/Return area, and 3) QTA areas.

2. **Rent** - All Rents for Premises set forth in this Article 3 Section 2.a, b, c, and d shall be paid in advance on the first (1st) of each month and are subject to Washington State Leasehold tax and other applicable taxes which shall be collected by the Board in addition to the rent listed in a, b, c and d below:

a. **Counter/Office/Queuing Space Rent** – Counter/Office/Queuing space rent shall be calculated at the current rent of Sixty Dollars and Seventy Cents (\$60.70) per square foot per annum from October 1, 2022 through December 31, 2022. Thereafter, commencing January 1, 2023, January 1, 2024, January 1, 2025, January 1, 2026 and January 1, 2027, the per square foot per annum rent shall be the same Class 1 per square foot per annum rate paid by the signatory airlines serving Spokane International Airport.

b. **Ready/Return Rental Vehicle Parking Stall Rent** – Commencing October 1, 2022 through December 31, 2023, the Operator shall pay to the Board, rent in the amount of One Hundred Dollars (\$100.00) per stall, per month. Commencing January 1, 2024, the Operator shall pay the sum of One Hundred Five Dollars (\$105.00) per stall, per month. Commencing January 1, 2025, the Operator shall pay the sum of One Hundred Ten Dollars (\$110.00) per stall, per month. Commencing January 1, 2026, the Operator shall pay the sum of One Hundred Fifteen Dollars (\$115.00) per stall, per month. Commencing January 1, 2027, the Operator shall pay the sum of One Hundred Twenty Dollars (\$120.00) per stall, per month.

c. **QTA Area Facility Land Rent** - QTA Area Facility Land rent shall be One Dollar Fifteen Cents (\$1.15) per square foot per annum from October 1, 2022 through December 31, 2023. Commencing January 1, 2024, the Operator shall pay the sum of One Dollar Twenty-One Cents (\$1.21) per square foot per annum. Commencing January 1, 2025, the Operator shall pay the sum of One Dollar Twenty-Seven Cents (\$1.27) per square foot per annum. Commencing January 1, 2026, the Operator shall pay the sum of One Dollar Thirty-Three Cents (\$1.33) per square foot per annum. Commencing January 1, 2027, the Operator shall pay the sum of One Dollar Forty Cents (\$1.40) per square foot per annum.

d. **QTA Facility Building Rent** - Proposer shall pay the Leasehold Excise Tax required by the State of Washington, Chapter 82.29A of the Revised Code of Washington for the QTA Bays. The tax shall be calculated by using a current rental rate value of Two Dollars Sixteen Cents (\$2.16) per square foot per annum. The current rental rate value used for assessing the Washington State Leasehold Tax paid by Proposer is based on an appraisal completed April 27, 2022. Commencing January 1, 2024, the Operator shall pay the sum of Two Dollars Twenty-Seven Cents (\$2.27) per square foot per annum. Commencing January 1, 2025, the Operator shall pay the sum of Two Dollars Thirty-Eight Cents (\$2.38) per square foot per annum. Commencing January 1, 2026, the Operator shall pay the sum of Two Dollars Fifty Cents (\$2.50) per square foot per annum. Commencing January 1, 2027, the Operator shall pay the sum of Two Dollars Sixty-Three Cents (\$2.63) per square foot per annum.

e. **Operating and Maintenance Fees** - Through the QTA Area Facility Operating and Maintenance Fee (“OMF”), the Operator shall reimburse the Board, on a monthly basis, for operating and maintenance expenses for the Facilities and Premises pursuant to the Rental Car Concession and Lease Agreement.

5. **DUAL BRANDING**

A Proposer shall be required to designate in its Proposal Form – Attachment #2, the brand or brands under which it will operate its rental car concession at the Airport. A single Proposer may operate no more than a total of two (2) brands per concession. Any brands designated in Proposer’s Qualification Form - Attachment #3, must be One Hundred Percent (100%) owned by the Proposer or the Proposer must furnish written proof of authorization to operate any such brand. Any successful Proposer shall do business at the Airport under that brand name or brand names it designates on its Qualification Form - Attachment #3 unless otherwise amended in writing with prior approval by the Board pursuant to the terms of the Rental Car Concession and Lease Agreement.

6. **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)**

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Board to make good faith efforts for airport concession disadvantaged business enterprises (ACDBE) to have the maximum opportunity to participate in any activity, service or

facility at the Airport under agreement, lease, contract with or franchise from the Board. Proposer shall agree to make good faith efforts to explore all available options to comply with the Board's ACDBE plan to the maximum extent practicable, through direct ownership arrangements with business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended. The Board's current goal for rental car ACDBE participation is under review and update by the Board and the FAA.

If a selected Proposer is unable to achieve the established goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall make good faith efforts to seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Proposers should complete Attachment #6 with any identified ACDBE firms it intends to utilize to meet the established ACDBE goal. If at the time of submission of proposals the Proposer has not identified any ACDBE firms, the proposer should complete Attachment #6 and indicate that they have not identified any firms at the time and reflect an estimated dollar amount of zero. Proposers may submit information on potential ACDBE firms as part of their demonstration of good faith efforts to meet the ACDBE goal.

Each year approximately ninety (90) days following the end of each Operations Year, Operator shall provide the Board with the following information: the name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If an Operator fails to accomplish ACDBE participation, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

7. PRE-PROPOSAL MEETING

An optional Pre-Proposal Meeting will be held on Tuesday, May 10, 2022, at 11:00 a.m. Pacific Daylight Time to discuss the contract documents. Interested parties may attend by video conference through the Zoom platform using the following link:

<https://us06web.zoom.us/j/85999217578?pwd=VIZjRUlvUld1TFBNTTMxWE1BenlHZz09>

or by telephone by calling (253) 215-8782 and using Meeting ID: 859 9921 7578#, Passcode 427331#. If you have any technical difficulties connecting into the meeting, please contact Mr. Andrew Barrington whose contact information is provided on the notice. Optional tours of the Rental Car Facility may be scheduled by appointment by contacting Mr. Andrew Barrington in advance.

8. ADDENDA

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Special Projects Manager – Properties & Contracts, in writing no later than 4:00 p.m., Pacific Daylight Time on Friday, May 13, 2022. All questions should be sent to Spokane International Airport, Attention: Mr. Andrew Barrington via email: abarrington@spokaneairports.net. Any corrections or changes, if required in the sole judgment of the Board, will be provided in a written addendum. The Board and Airport Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to the Special Projects Manager – Properties & Contracts. It is anticipated that any clarification/addendum needed to address questions submitted to the Board will be posted on or about May 25, 2022 on the Airport's website at www.spokaneairports.net/rfp. The Board assumes no responsibility beyond being posted on the Airport's website at www.spokaneairports.net/rfp.

9. PROPOSAL FORM

A. Minimum Annual Guarantee: Proposer shall submit its proposal as a Minimum Annual Guarantee for each of the five (5) years of the Rental Car Concession and Lease Agreement. Minimum Annual Guarantee amounts shall be paid in advance on the first day of each month, payable in equal monthly payments during the concession term. The minimum acceptable proposal is Three Hundred Fifty Thousand Dollars (\$350,000) per year for one (1) brand and Seven Hundred Thousand (\$700,000) per year if two (2) brands are proposed by one (1) company.

B. Each proposal shall be submitted on the attached "Attachment #2 - Proposal Form".

10. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the Spokane Airport Board, in the amount of Ten Thousand Dollars (\$10,000). The bond, check or draft must be attached to the Proposal Form and will be held by the Board, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Rental Car Concession and Lease Agreement, along with evidence of insurance, as required by the Rental Car Concession and Lease Agreement (attached hereto). If a successful Proposer should fail to execute the Rental Car Concession and Lease Agreement or comply with other provisions of the contract documents by July 14, 2022, the proposal guaranty shall be forfeited to Board as liquidated damages.

11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM

Minimum Qualifications - In order to ensure a high level of service to the traveling public, the Board will consider only proposals from organizations with experience in the rental car business. Therefore, each proposer who is not currently operating at the Airport, must be able to demonstrate that (a) it has been engaged in the retail rental car business for at least the last three (3) consecutive years, (b) it can provide a fleet of no less than fifty (50) rental cars at the Airport if operating a single brand and one hundred (100) rental cars if operating as a dual brand, and (c) it has averaged gross revenues of at least \$500,000 over the past two (2) years. Proposals from proposers who fail to meet these minimum qualifications shall not be considered (Incumbent Concessionaires do not need to demonstrate these minimum qualifications.) Proposers operating under a franchise agreement must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchisees shall include a letter from franchisor granting approval to propose at the Airport and operate throughout the term of the Agreement. Proposers must include information about the qualifications and experience of their proposed on-site management team.

Qualification Form - Proposers must submit, as a part of the proposal, the information required on the attached "Qualification Form – Attachment #3."

12. PROPOSERS AFFIDAVIT

Each proposal must have attached thereto the "Proposer's Affidavit – Attachment #4" the statement that such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. The affidavit must also state that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Proposer shall submit an affidavit that it agrees to operate a rental car concession at the Airport during the term of the Rental Car Concession and Lease Agreement. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereon, will not be considered. If the Proposer is a corporation, said affidavit shall be signed by the duly authorized officer of such corporation. Signatures on said affidavit must be witnessed by a Notary Public.

13. SUBMISSION OF PROPOSALS

Each Proposer shall submit one original paper copy and one electronic copy (pdf format on Flash Drive) of all documents required. All documents listed on the attached Proposal Submission Checklist – Attachment #1 must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession RFP Submittal, Spokane International Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in

another envelope and addressed to the Spokane International Airport, 9000 W. Airport Dr., Suite 204, Spokane, Washington, 99224, attention of the Special Projects Manager – Properties & Contracts.

14. OPENING AND EVALUATION OF PROPOSALS

Proposals shall be received as set forth in the Notice Inviting Proposals. Late Proposals will not be considered by the Board and will be returned unopened to the Proposer. An airport staff evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP.

1. The sum total of the minimum annual guarantees proposed for the five (5) year term of the Agreement.
2. Previous background and experience of Proposers.
3. Financial strength of Proposers.
4. Commitment to furnish and maintain a minimum inventory of rental car vehicles meeting all vehicle age and mileage requirements.
5. Qualifications and experience of Proposer's on-site management/supervision staff.
6. Previous background or history of consumer complaints, default or arrearage in previous or existing agreements with the Board.

15. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission deadline described in Article 1(B). No Proposer will be permitted to withdraw its proposal after such time, unless the award is delayed by action of the Board for a period exceeding ninety (90) days.

16. REJECTION OF PROPOSALS

A. Proposals which contain any additions, deletions, conditions or limitations of any kind may be considered non-responsive and may be rejected at the option of the Board. The Board reserves the right to waive any minor irregularities, technicalities or informalities in any proposal, and to reject any or all proposals.

B. The Board reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Board or who has failed to perform faithfully on any previous contracts with the Board.

17. BREAKING OF A TIE PROPOSAL

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Board's sole discretion. The Board's ruling shall be final.

18. PROHIBITION AGAINST LOBBYING

The Proposer shall not lobby, either on an individual or collective basis, the Board (its associated City and County employees or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Board (its associated City and County employees or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

19. RESPONSIBILITY OF PROPOSERS

It is the responsibility of each Proposer to examine all proposal and contract documents, present premises and exhibits that depict the rental car operations at the Airport, including, but not limited to, the Terminal Building, the Ground Transportation Center, ready/return rental vehicle parking stalls, the QTA, roadways and other pertinent facilities. Each Proposer shall judge for themselves all the circumstances and conditions affecting the Proposal. Failure of any Proposer to examine the Proposal and contract documents and to investigate the premises shall not relieve any Proposer from full compliance with the Proposal and shall not constitute grounds for declaration by any Proposer that it did not understand the proposal and contract documents or that it was not familiar with the rental areas and the facilities at the Airport.

20. ACCEPTANCE OF PREMISES "AS IS"

Allocated premises will be inspected and accepted by successful Proposer and will be occupied by Proposer on an "as is" basis. The Proposer specifically waives any covenants or warranties regarding the premises, including but not limited to any warranty of suitability and warranty of fitness.

21. STATISTICAL INFORMATION

Provided as Exhibit C is certain statistical information representing the rental car gross revenues reported for the previous four (4) years. The Airport's previous four (4) year passenger deplanement count is also included for review. These figures are provided for information

purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

22. PUBLIC DISCLOSURE

A. Property of Airport: Proposals submitted to the Board shall become the property of the Board and shall not be returned to the Proposer.

B. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, proposals shall be considered public documents and available for review and copying by the public after the award of an Agreement is made by the Board.

C. Process for Disclosing Information: If a request is made for disclosure of all or any portion of a Proposal, the Board will determine whether the material should be made available under the law. If the Board determines that the material is not exempt and may be disclosed, the Board will notify the Proposer of the request and allow the Proposer five (5) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the Board may release the portions of the proposal deemed subject to disclosure.

D. Indemnification by Proposer: To the extent that the Board withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Board, the City and County of Spokane, their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding information from public disclosure.

E. No Claim Against Airport: By submitting a proposal, the Proposer consents to the process outlined in this RFP and shall have no claim against the Board because of actions taken.



ATTACHMENT #1 PROPOSAL SUBMISSION CHECKLIST

The following documents must be submitted (one original paper copy & one electronic copy) as part of the sealed proposal for the proposal to be considered.

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer’s Affidavit– Attachment #4
5. Acknowledgement of Addenda(s) – Attachment #5
6. ACDBE Forms – Attachment #6
Provide ACDBE Certification if Applicable
7. Proposal Guaranty- \$10,000 (Proposal Bond, Certified Cashier’s Check or Bank Draft)

PROPOSER NAME: _____

Deadline for submission: Friday, June 17, 2022, 10:00 a.m. Pacific Daylight Time

For Airport Use Only:

Complete Package: YES _____ NO _____



**ATTACHMENT #2
PROPOSAL FORM**

Name	Date
Address	

The Proposer hereby proposes to enter into an agreement with the Spokane Airport Board (hereinafter referred to as “Board”) for the operation of a non-exclusive rental car concession at the Spokane International Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Attachments #1 through #6; and the Rental Car Concession and Lease Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Board the greater of the following during the Operations Years (October 1 – September 30) 2023, 2024, 2025, 2026 and 2027: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Rental Car Concession and Lease Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable proposal guarantee is Three Hundred Fifty Thousand Dollars (\$350,000) per year for one brand and Seven Hundred Thousand (\$700,000) if two (2) brands are proposed by one (1) company. The annual minimum guarantee proposal for each Operations Year must not be less than the annual minimum guarantee proposal for the previous year.

Minimum Annual Guarantee Proposal
(Per Operations Year Beginning October 1, 2017)

Operations Year 1 - October 1, 2022 to September 30, 2023	\$	<div></div>
Operations Year 2 - October 1, 2023 to September 30, 2024	\$	<div></div>
Operations Year 3 - October 1, 2024 to September 30, 2025	\$	<div></div>
Operations Year 4 - October 1, 2025 to September 30, 2026	\$	<div></div>
Operations Year 5 - October 1, 2026 to September 30, 2027	\$	<div></div>
Total of Five Year MAGs Proposed	\$	<div></div>

The Proposer hereby agrees to pay the above minimum annual guarantees to the Board in accordance with and for the term of the Rental Car Concession and Lease Agreement.

2. The Board shall allocate based on successful proposer's selections the counter/office/ queuing position, ready/return rental vehicle parking stalls, QTA bays, and vehicle parking areas as outlined on Exhibits A and, B, based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Proposer shall select first, the highest second successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Ten Thousand Dollars (\$10,000) payable to the Spokane Airport Board as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 10 – Proposal Guaranty in the Instructions to Proposers and contract documents by July 14, 2022.

Proposer is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Spokane Airport Board reserves the right to reject any and all proposals.

Proposer:

Signed_____

Printed Name_____

Title_____

Subscribed and sworn to before me this
____ day of _____, 2022.

Notary Public, State of _____
My Commission: _____



**ATTACHMENT #3
QUALIFICATION FORM**

All information requested in this Qualification Form (other than Questions 7-10, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal. Proposer may submit additional attachments as necessary when the space provided is not sufficient to provide the required information.

1. Name and address of Proposer exactly as it is to appear on the Agreement(s).

2. Email: _____ Phone #: _____

3. Proposer, if selected, intends to carry on the business as:

Individual () LLC () Partnership () Corporation ()

4. Proposer, if selected, intends to operate under the brand name or brand names listed below. Said operations will be limited to no more than the brand name or the two brand names listed.

5. If operating as a partnership, please answer the following:

- A. Name, address and share of each partner:

_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Date of organization: _____

6. If operating as a corporation or LLC, please answer the following:
- A. When incorporated _____
 - B. In what state _____
 - C. Are you authorized to do business in Washington? _____
If so, as of what year _____
 - D. Please list the names and address of the following officers:

President _____

Vice President _____

Secretary _____

Treasurer _____

Other _____

7. Please provide a summary of the qualifications and experience of the Proposer's on-site management/supervisory staff.

Questions 8 – 11 do not need to be completed by incumbent on-airport concessionaires, however, the Board reserves the right to require apparent successful Proposers to complete and submit such documents. (Incumbent shall mean a legal entity that holds a current Concession and Lease agreement at the Airport).

8. Please explain your experience in the rental car business. (Attach)
9. List the Airports in United States with which you, a parent company, or a franchisee currently have operating agreements. (Attach)
01. Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization.
11. List bank references for the past three (3) years:

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy or misstatement may be cause for rejection of a proposal. The Board shall maintain to the fullest possible extent the confidentiality of all financial documents specified as confidential by the Proposer.

Proposer:

Signed_____

Printed Name_____

Title_____

Subscribed and sworn to before me this
____ day of _____, 2022.

Notary Public, State of _____
My Commission: _____



**ATTACHMENT #4
PROPOSER'S AFFIDAVIT**

Affiant, _____, being first duly sworn, deposes and says:

A. Affiant does hereby state that neither the Proposer nor any of Proposer's officers, partners, owners, agents, representative, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the contract or fix the prices in the attached proposal or the proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

B. Affiant further states that no officer, or stockholder of the Proposer is a member of the Spokane Airport Board or its staff, or related to any members of the Spokane Airport Board, Spokane City Council, Spokane County Commissioner, their officers, agents and employees, except as noted herein below:

C. Affiant hereby agrees to enter into a Rental Car Concession and Lease Agreement with the Spokane Airport Board for the operation of a non-exclusive rental car concession at the Spokane International Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Proposal Form; Qualification Form; Proposers Affidavit; Addendum #1; ACDBE Forms; and the Rental Car Concession and Lease Agreement, together with all Exhibits.

Proposer:

Signed _____

Title _____

Subscribed and sworn to before me this
____ day of _____, 2022.

Notary Public, State of _____
My Commission: _____



ATTACHMENT #5
ACKNOWLEDGEMENT OF ADDENDUM

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made;

Signature: _____

Name: _____

Title: _____

Name of Business: _____

Date: _____



ATTACHMENT #6
ACDBE FORMS

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of _____%) is committed to a minimum of _____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

SPokane International Airport-GTC, WA
Ground Transportation Center (GTC)
Scale 1" = 100'

EXHIBIT B – QTA FACILITY

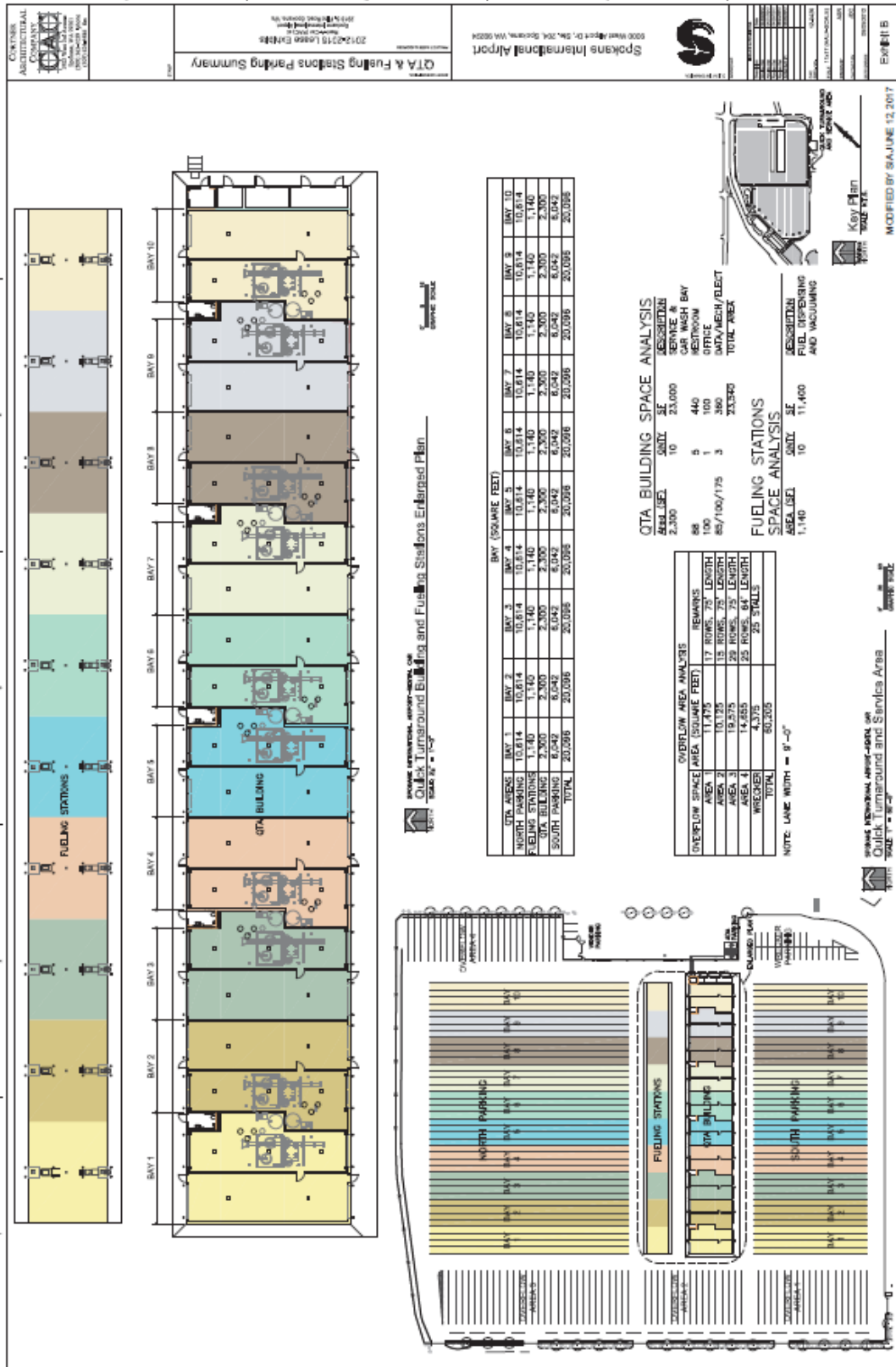


EXHIBIT C – STATISTICAL INFORMATION – REVENUE DATA/PASSENGER TRAFFIC

Spokane International Airport (GEG) Rental Car Concessions - On-Airport - Historical Gross Revenues

Agreement Year	Avis	Budget	Enterprise	Hertz	National/Alamo	Thrifty/Dollar	Total	Passenger Deplanements
10/2017 - 9/2018								
October 2017	\$ 417,009.44	\$ 350,734.51	\$ 716,022.23	\$ 754,252.26	\$ 867,057.67	\$ 514,858.67	\$ 3,619,934.78	150,688
November 2017	350,979.61	256,747.29	579,142.76	614,526.74	705,535.49	393,536.88	2,900,468.77	150,610
December 2017	301,632.84	253,769.09	505,325.43	555,820.70	649,116.31	405,331.21	2,670,995.58	155,818
January 2018	330,319.39	245,704.10	510,328.01	627,384.68	613,188.90	397,945.73	2,724,870.81	137,475
February 2018	379,182.78	275,349.54	458,827.52	596,603.93	635,299.42	377,913.05	2,723,176.24	132,845
March 2018	434,269.89	360,332.89	651,300.00	722,892.97	801,327.81	474,244.77	3,444,368.33	162,480
April 2018	369,351.32	314,035.21	635,430.58	696,636.85	711,393.32	397,601.74	3,124,449.02	154,520
May 2018	480,708.08	431,241.77	708,872.00	870,190.34	889,411.08	484,089.00	3,864,512.27	164,372
June 2018	713,842.97	622,668.48	894,462.17	1,219,792.03	1,173,011.83	784,779.83	5,408,557.31	182,796
July 2018	749,998.08	754,195.78	1,085,220.45	1,566,510.77	1,699,367.68	1,445,574.62	7,300,867.38	196,325
August 2018	723,974.70	852,357.81	1,387,255.78	1,492,258.63	1,780,278.64	1,481,196.64	7,717,322.20	194,161
September 2018	510,511.90	553,774.93	1,202,402.86	1,078,898.14	1,162,028.40	762,027.76	5,269,643.99	159,322
Totals	\$ 5,761,781.00	\$ 5,270,911.40	\$ 9,334,589.79	\$ 10,795,768.04	\$ 11,687,016.55	\$ 7,919,099.90	\$ 50,769,166.68	1,941,412

Agreement Year	Avis	Budget	Enterprise	Hertz	National/Alamo	Thrifty/Dollar	Total	Passenger Deplanements
10/2018 - 9/2019								
October 2018	\$ 439,876.46	\$ 453,882.05	\$ 852,711.60	\$ 915,944.27	\$ 931,923.95	\$ 587,597.44	\$ 4,181,935.77	173,837
November 2018	346,998.95	332,499.84	633,191.05	670,103.04	728,953.62	401,740.21	3,113,486.71	168,626
December 2018	300,101.75	256,997.44	581,726.65	580,955.55	659,041.21	425,943.01	2,804,765.61	172,564
January 2019	294,128.53	255,330.30	546,292.07	594,500.64	637,413.98	364,897.31	2,692,562.83	142,208
February 2019	311,928.80	283,771.93	546,315.55	582,934.72	639,782.87	408,532.48	2,773,266.35	134,965
March 2019	394,670.08	297,843.30	629,647.40	674,319.16	728,616.68	433,653.82	3,158,750.44	161,112
April 2019	361,642.57	363,354.63	593,696.31	646,793.81	730,538.90	400,631.39	3,096,657.61	156,193
May 2019	489,460.37	453,510.24	752,258.60	789,147.40	928,587.68	494,769.49	3,907,733.78	165,830
June 2019	662,015.47	687,067.57	864,041.22	1,134,942.36	1,211,328.31	759,554.65	5,318,949.58	182,378
July 2019	781,700.40	895,734.66	1,129,420.29	1,535,161.17	1,776,415.98	1,206,007.92	7,324,440.42	195,910
August 2019	740,240.31	811,411.57	1,219,493.93	1,415,085.25	1,762,169.55	1,221,057.51	7,169,458.12	191,638
September 2019	618,426.21	656,753.64	1,041,180.28	1,104,614.59	1,387,314.52	735,436.37	5,543,725.61	168,825
Totals	\$ 5,741,189.90	\$ 5,748,157.17	\$ 9,389,974.95	\$ 10,644,501.96	\$ 12,122,087.25	\$ 7,439,821.60	\$ 51,085,732.83	2,014,086

Agreement Year	Avis	Budget	Enterprise	Hertz	National/Alamo	Thrifty/Dollar	Total	Passenger Deplanements
10/2019 - 9/2020								
October 2019	\$ 497,474.69	\$ 398,110.98	\$ 815,463.26	\$ 860,740.29	\$ 1,036,285.71	\$ 532,359.93	\$ 4,140,434.86	174,604
November 2019	363,714.03	290,744.91	621,089.65	602,142.55	747,028.30	376,057.07	3,000,776.51	160,416
December 2019	347,820.01	316,102.94	597,695.98	669,898.33	684,398.76	463,647.52	3,079,563.54	180,406
January 2020	398,687.28	326,260.63	587,425.45	687,107.04	723,970.64	386,675.31	3,110,126.35	150,932
February 2020	414,121.03	320,161.77	537,371.12	693,308.02	710,622.62	390,483.36	3,066,067.92	148,882
March 2020	257,241.74	228,352.50	399,157.27	427,026.21	524,846.44	222,166.10	2,058,790.26	91,696
April 2020	51,872.60	25,651.38	117,393.28	81,859.78	113,689.45	30,264.68	420,731.17	12,359
May 2020	116,047.32	75,564.82	173,877.69	137,169.60	247,131.92	82,174.25	831,965.60	26,401
June 2020	172,225.68	191,045.98	336,126.43	371,786.31	436,457.61	234,382.47	1,742,024.48	53,120
July 2020	318,686.78	439,912.90	556,379.21	599,280.83	744,632.19	504,655.00	3,163,546.91	81,468
August 2020	351,816.22	501,186.00	708,250.39	696,403.62	864,668.01	637,306.69	3,759,630.93	87,631
September 2020	327,823.33	427,331.70	664,634.49	559,538.50	844,225.21	533,388.07	3,356,941.30	79,076
Totals	\$ 3,617,530.71	\$ 3,540,426.51	\$ 6,114,864.22	\$ 6,386,261.08	\$ 7,677,956.86	\$ 4,393,560.45	\$ 31,730,599.83	1,246,991

Agreement Year	Avis	Budget	Enterprise	Hertz	National/Alamo	Thrifty/Dollar	Total	Passenger Deplanements
10/2020 - 9/2021								
October 2020	\$ 318,433.18	\$ 305,590.82	\$ 572,242.54	\$ 491,240.54	\$ 830,078.43	\$ 451,247.75	\$ 2,968,833.26	83,683
November 2020	207,346.74	164,820.72	433,693.81	304,866.29	496,879.31	260,257.97	1,867,864.84	77,685
December 2020	227,573.75	169,291.73	374,706.85	300,320.28	426,939.01	281,594.24	1,780,425.86	84,943
January 2021	194,774.89	186,627.65	367,462.71	336,198.63	450,956.45	269,739.10	1,805,759.43	70,830
February 2021	228,358.19	209,343.78	365,155.61	353,645.87	461,793.47	278,051.19	1,896,348.11	74,198
March 2021	285,632.47	347,926.05	469,498.23	396,500.38	592,980.48	368,445.80	2,460,983.41	102,858
April 2021	373,835.03	331,830.56	557,556.65	433,357.60	708,104.39	519,173.50	2,923,857.73	124,979
May 2021	614,010.71	688,474.32	706,969.45	652,839.05	988,536.93	902,721.84	4,553,552.30	146,363
June 2021	992,926.62	1,775,105.59	948,781.31	1,081,583.32	1,441,061.70	1,781,008.79	8,020,467.33	172,028
July 2021	1,450,047.67	2,498,487.50	1,295,775.56	1,326,509.30	1,750,392.09	2,440,403.67	10,761,615.79	203,926
August 2021	1,673,402.23	2,023,217.04	1,404,378.59	1,369,787.48	1,752,150.74	1,866,763.20	10,089,699.28	178,662
September 2021	891,585.04	1,058,209.95	1,286,458.92	902,562.47	1,535,101.10	1,118,009.11	6,791,926.59	146,360
Totals	\$ 7,457,926.52	\$ 9,758,925.71	\$ 8,782,680.23	\$ 7,949,411.21	\$ 11,434,974.10	\$ 10,537,416.16	\$ 55,921,333.93	1,466,515

Agreement Year	Avis	Budget	Enterprise	Hertz	National/Alamo	Thrifty/Dollar	Total	Passenger Deplanements
10/2021 - 9/2022								
October 2021	\$ 637,174.89	\$ 668,465.60	\$ 882,518.35	\$ 777,078.66	\$ 1,091,907.35	\$ 824,503.14	\$ 4,881,647.99	148,502
November 2021	401,515.08	416,725.30	660,142.83	624,208.85	699,454.96	446,073.50	3,248,120.52	143,150
December 2021	453,164.10	432,604.94	565,755.78	669,870.99	693,482.84	426,183.52	3,241,062.17	141,928
January 2022	412,965.87	426,958.76	564,460.97	625,069.59	611,596.88	440,050.90	3,081,102.97	119,509
February 2022	486,135.45	506,235.36	567,220.70	696,094.87	622,975.39	393,390.00	3,272,051.77	122,337
Totals	\$ 2,390,955.39	\$ 2,450,989.96	\$ 3,240,098.63	\$ 3,392,322.96	\$ 3,719,417.42	\$ 2,530,201.06	\$ 17,723,985.42	675,426

**EXHIBIT D – SAMPLE RENTAL CAR CONCESSION AND LEASE
AGREEMENT**

RENTAL CAR
CONCESSION AND LEASE AGREEMENT
BETWEEN
SPOKANE AIRPORT BOARD
AND

TABLE OF CONTENTS

1. CONCESSION RIGHTS GRANTED.....	1
2. DEFINITIONS	2
3. TERM.....	3
4. USE OF PREMISES	3
5. ACCEPTANCE OF PREMISES	4
6. PREMISES	4
7. CONCESSION FEE, RENTS, AND FEES	5
8. FAILURE TO PAY RENT OR FEES.....	9
9. FINANCIAL CONDITIONS	9
10. SURRENDER OF PREMISES	10
11. DAMAGE OR DESTRUCTION	10
12. INDEMNITY AND WAIVER OF DAMAGES	11
13. INSURANCE.....	12
14. HAZARDOUS SUBSTANCES.....	12
15. HAZARDOUS SUBSTANCES STORAGE.....	13
16. TAXES	14
17. RIGHTS OF THE BOARD.....	14
18. GOVERNMENT RESERVATIONS AND RESTRICTIONS.....	15
19. AGREEMENT SUBORDINATE TO BOND ORDINANCE	16
20. ADDITIONAL OBLIGATIONS OF OPERATOR	16
21. SUBSTITUTION OR PROVISION OF NEW FACILITIES	20
22. WAIVER OF SUBROGATION	20
23. UTILITIES, CONSTRUCTION AND MAINTENANCE – GROUND.....	21
TRANSPORTATION CENTER, READY/RETURN RENTAL VEHICLE PARKING STALLS	21
24. UTILITIES, CONSTRUCTION AND MAINTENANCE - QTA	22
25. ALTERATIONS AND IMPROVEMENTS	23
26. ADVERTISING AND SIGNAGE.....	24
27. OPERATOR’S PERSONAL PROPERTY/TRADEMARKS	25
28. BOARD’S RIGHT OF CANCELLATION	25
29. OPERATOR’S RIGHT OF CANCELLATION	26
30. OPERATOR’S RIGHT OF ABATEMENT.....	26
31. REPLACEMENT OPERATOR.....	27
32. ASSIGNMENT AND SUBLETTING	27
33. SEVERABILITY	28
34. LEGAL CLAIMS AND ATTORNEY FEES.....	28
35. APPROVAL OR DIRECTION BY BOARD.....	28
36. PERFORMANCE BY BOARD	28
37. LIENS OR ENCUMBRANCES	28
38. FEDERAL NONDISCRIMINATION	29
39. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (ACDBE) ..	30
40. PRIOR AND COLLATERAL AGREEMENTS.....	31
41. SUBMISSION OF AGREEMENT	31
42. RELATIONSHIP OF THE BOARD AND OPERATOR	31
43. NON-WAIVER OF BREACH.....	31
44. SURVIVAL OF INDEMNITIES	32
45. DEFAULT.....	32
46. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY	32
47. HOLDOVER POSSESSION OF PREMISES BY OPERATOR	32
48. NOTICES	33
49. TIME OF ESSENCE.....	33
50. PARAGRAPH HEADINGS	33
51. AUTHORITY OF OPERATOR’S REPRESENTATIVE.....	33

RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the SPOKANE AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Board" and _____, a _____ organized in the State of _____, hereinafter referred to as "Operator;"

WITNESSETH:

WHEREAS, the Board is the administrator and operator of the SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, car rental services at SIA are essential for proper ground transportation of passengers arriving at and departing from SIA; and

WHEREAS, the Board desiring to make said services available at SIA, has solicited and received proposals to provide such services and the Operator is prepared, equipped and qualified to perform said services; and

NOW THEREFORE, in consideration of the concession rights granted herein and the mutual covenants and agreements hereinafter contained, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. CONCESSION RIGHTS GRANTED

A. The Operator is hereby awarded a Concession and Lease Agreement, hereinafter referred to as "Agreement" to operate a rental car business at SIA on a non-exclusive basis in common with others having similar agreements awarded through the proposal process with the Board for the sole purpose of arranging and providing rental car services. The Operator shall not conduct any other business at SIA without the prior written consent of the Board.

B. The Operator shall conduct said Rental Car business in a professional manner continuously during the entire term of this Agreement. Operator agrees it will not disturb the Board or any other tenant, person or licensee using SIA, make or permit any disturbance or any unusual noise, vibration or other condition on or at SIA.

C. Operator, its agents, employees, patrons and suppliers and other persons doing business with Operator shall have the right of ingress and egress to and from the premises over the Board roadways, subject to regulations governing the use of SIA.

D. Operator is a _____ and is authorized to do business in the State of Washington under the brand name or brand name(s) of _____, and shall do business at SIA under

that brand name or brand names as that entity unless otherwise amended in writing and approved by the Board pursuant to the terms of this Agreement.

2. DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

A. “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of the Board, all amounts charged to its customers by Operator for or in connection with agreements it secures through its operations and business at SIA, regardless of whether such amount is actually paid to or received by Operator. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Operator by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations at SIA, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Operator’s customers and without regard to whether the vehicles or other products are returned to SIA or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Operator of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, shall not reduce Gross Revenues.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions directly related to Operator’s rental car operations at SIA set forth below:

1. Federal, state, county, city or municipal sales, use, or excise taxes now in effect or hereinafter levied on Operator’s operations which are separately stated on customers’ rental contracts and collected from customers of Operator;

2. Those fees referred to in this Agreement as Customer Facility Charges, “CFC’s” which for the purpose of this Agreement shall include all customer facility charges, authorized pursuant to RCW 14.08.120(7), as amended;

3. Amounts received as insurance proceeds or otherwise for loss of or damages of vehicles or other property of Operator;

4. Amounts received from the sale of vehicles off-SIA premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Operator’s operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

5. Reimbursements for amounts actually paid to unrelated third parties for towing, parking tickets, tolls and windshield replacement.

B. “Operations Year” shall mean October 1 through September 30 of each year.

C. "Premises" shall mean collectively those leasehold areas at Spokane International Airport which are a place; where Motor Vehicles owned or leased by Operator for commercial rental are delivered, parked, stored, fueled, washed or maintained by Operator or its employees; or, where Operator's employees or officials are present to transact Operator's business and/or do transact such business; or, where Operator's logo is displayed; or, that is advertised in any way related to Operator's business; or, that is equipped for conducting business with, without limitation, an Operator computer terminal, business telephone, or electronic platform; or, where commercial Transactions and/or business are conducted in any manner whatsoever. The subject of this Agreement is the "Premises."

D. "Rental Car" or "Motor Vehicles" shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sport utility type vehicles, and pick-up trucks rated one-ton or less. Operator shall not park, store or rent from Premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein.

E. "Transaction" shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.

F. "Transaction Day" shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car company rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car company collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

3. TERM

A. The term of this Agreement shall be five (5) years commencing October 1, 2022 and ending September 30, 2027 unless sooner terminated or canceled as hereinafter provided.

B. Operator acknowledges that this Agreement contains no renewal clause and is subject to the Board's stated intent and obligation to expose the Premises and rights granted hereunder to public competitive selection process at the expiration or termination of this term.

4. USE OF PREMISES

Operator shall use and occupy the Premises solely for the purpose of maintaining a commercial Rental Car location and conducting a non-exclusive commercial Rental Car operation, as defined herein. Any occupancy, use, activity, display or product not specifically permitted herein shall be and is hereby prohibited, except as by separate express prior written permission from the Board and under such terms and conditions as the Board, in its sole discretion, shall determine.

Permitted uses, if such activities are conducted in a place and in a manner permitted by the Board, shall be limited to the following:

A. Storage, staging, washing, fueling and minor preventive maintenance and repair of Motor Vehicles available for rent including movement of such vehicles necessarily incidental to these activities.

B. Staffing of the designated counter/office/queuing position in the Ground Transportation Center for the purpose of providing information and arranging for and completing Transactions.

C. Identification of Operator's counter/office/queuing position, ready/return rental vehicle parking stalls and vehicle storage by signs or logos in numbers, size, color, design, content and type as approved in advance in writing by the Board.

D. The common use areas associated with the Quick Turnaround Facility "QTA" shall include roadways (and egress and ingress), the fuel facility and restrooms all of which shall be used in common by Operators as approved by the Board.

E. Operator shall park, store on and rent from the Premises only Motor Vehicles as defined hereinabove. No other vehicles, including trucks above 5,000 lbs. empty vehicle weight, motorhomes, buses, motorcycles, trailers, boats, or non-passenger vehicles shall be permitted on SIA, without express prior written permission of the Board, at the discretion of the Board, under such fees, terms and conditions as the Board may require.

F. Operator shall not use the Premises for any other purpose and is prohibited from storing and servicing vehicles not for rent at SIA or for the sale of rental vehicles without the prior written consent of the Board. Operator shall use the entire Premises for the conduct of such business in a professional manner continuously during the entire term of this Agreement.

5. ACCEPTANCE OF PREMISES

The Operator agrees that its Premises, as defined in Article 6 - PREMISES of this Agreement, have been inspected by Operator and are accepted and will be occupied by Operator on an "as is" basis. The Operator specifically waives any covenants or warranties regarding the Premises, including but not limited to any warranty of suitability and warranty of fitness.

6. PREMISES

The Board hereby leases to Operator the following Premises, hereinafter referred to as "Premises", as designated on Exhibit A and Exhibit B, attached hereto and made a part hereof. Said Premises are more particularly described as follows:

A. Ground Transportation Center

1. Counter/Office/Queuing Position: The Board hereby leases to Operator position number _____ (____) of the counter/office/queuing area in the Ground Transportation Center, as designated on Exhibit A attached hereto and made a part hereof

2. Ready/Return Area: The Board hereby leases to Operator _____ (____) Ready/Return rental vehicle parking stalls as shown on Exhibit A, attached hereto and made a part hereof.

B. Quick Turnaround Facility “QTA”

The QTA areas set forth in this Article are designated on Exhibit B, attached hereto and made apart hereof.

1. Bay(s) identified as number(s) _____ consisting of _____ (_____) square feet “Bays”.

2. The Vehicle Queuing Area north and south of the Bay(s) consisting of _____ square feet and comprised of _____ lanes, designated for queuing of Operator’s Rental Cars.

3. Fueling Station(s) _____ consisting of _____ square feet.

4. Overflow area adjacent to Bay(s) consisting of _____ (_____) square feet and comprised of _____ lanes.

5. Wrecker vehicle parking consisting of _____ square feet.

7. CONCESSION FEE, RENTS, AND FEES

A. Concession Fee - The Operator shall pay to the Board a Concession Fee annually, outlined below, as compensation for the Concession Privilege granted to it pursuant to this Agreement:

1. Concession Fee – the greater of either:
 - a. ten percent (10%) of the Operator’s annual Gross Revenues (“Percentage Concession Fee”); or
 - b. the respective yearly amount shown below as the Operator’s Minimum Annual Guaranteed fee “MAG”:

October 1, 2022 to September 30, 2023	\$ _____
October 1, 2023 to September 30, 2024	\$ _____
October 1, 2024 to September 30, 2025	\$ _____
October 1, 2025 to September 30, 2026	\$ _____
October 1, 2026 to September 30, 2027	\$ _____

For purposes of this Agreement, an “Operations Year” for the MAG shall be October 1 through September 30 annually.

Each Operator's total MAG for the term of this Agreement shall be used to determine its relative order of selection of 1) Counter/Office/Queuing space in the Terminal 2) stalls in the Ready/Return area and 3) QTA areas.

Monthly payment shall be the greater of $1/12^{\text{th}}$ of the respective year's MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Operations Year, until such time as the Operator has paid to the Board an amount equal to the respective annual MAG identified in Section 7(A)(1)(b) above. On or before the 10th of each and every month the Operator shall provide the Board with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any percentage concession fee shown to be due for the preceding month, as designated on Exhibit E, attached hereto and made a part hereof. If Operator is operating more than one brand under this Agreement, it shall report Gross Revenues by each individual brand.

Once the sum of Concession Fee payments remitted has reached the MAG in any given Operations Year, the Operator may cease remittance of the $1/12^{\text{th}}$ of the respective year's MAG on the first (1st) day of each month for the remainder of that Operations Year. The Operator shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

Operator acknowledges that Concession Fee payments by Operator to the Board under this Agreement are for Operator's privilege to use the SIA facilities and access the SIA market and are not fees imposed by the Board upon Operator's customers. The Board does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Chief Executive Officer in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Operator charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to the Board; (d) Operator shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Board is requiring the pass through of such Recovery Fee.

B. Rent - All Rents for Premises set forth in this Article 7, Paragraph B, Subsection 1 and 2, are subject to Washington State Leasehold tax and other applicable taxes which shall be collected by the Board in addition to the rent listed in a, b, and c below:

1. Rent for Premises located in the Ground Transportation Center

The Operator shall pay to the Board, in advance, on the 1st day of each month the following rent:

a. For the period commencing October 1, 2022 through December 31, 2022, Operator shall pay the sum of Sixty Dollars and Seventy Cents (\$60.70) per square foot per annum for

_____ (____) square feet of counter/office/queuing position in the Ground Transportation Center. Thereafter, commencing January 1, 2023, January 1, 2024, January 1, 2025, January 1, 2026 and January 1, 2027 the per square foot per annum rent shall be the same per square foot per annum Class 1 rate paid by the Airlines serving Spokane International Airport:

b. For the period commencing October 1, 2022 through December 31, 2023, Operator shall pay the sum of One Hundred Dollars (\$100.00) per stall, per month for _____ (____) ready/return rental vehicle parking stalls. Commencing January 1, 2024, the Operator shall pay the sum of One Hundred Five Dollars (\$105.00) per stall, per month. Commencing January 1, 2025, the Operator shall pay the sum of One Hundred Ten Dollars (\$110.00) per stall, per month. Commencing January 1, 2026, the Operator shall pay the sum of One Hundred Fifteen Dollars (\$115.00) per stall, per month. Commencing January 1, 2027, the Operator shall pay the sum of One Hundred Twenty Dollars (\$120.00) per stall, per month.

2. Rent for Premises located in the QTA Area

The Operator shall pay to the Board, in advance, on the 1st day of each month the following rents and as to be adjusted as outlined below:

a. Commencing October 1, 2022 through December 31, 2023 Operator shall pay the sum of One Dollar Fifteen Cents (\$1.15) per square foot per annum for approximately _____ (_____) square feet of land for the Premises identified in Article 6 – PREMISES, B1 through B5. Commencing January 1, 2024, the Operator shall pay the sum of One Dollar Twenty-One Cents (\$1.21) per square foot per annum. Commencing January 1, 2025, the Operator shall pay the sum of One Dollar Twenty-Seven Cents (\$1.27) per square foot per annum. Commencing January 1, 2026, the Operator shall pay the sum of One Dollar Thirty-Three (\$1.33) per square foot per annum. Commencing January 1, 2027, the Operator shall pay the sum of One Dollar Forty Cents (\$1.40) per square foot per annum.

b. Operator shall pay the Leasehold Excise Tax required by the State of Washington, Chapter 82.29A of the Revised Code of Washington for the QTA Bays. The tax shall be calculated by using a current rental rate value of Two Dollars Sixteen Cents (\$2.16) per square foot per annum. Said Leasehold Tax shall be paid to the Board monthly, in advance, on the first (1st) day of each month. The current rental rate value used for assessing the Washington State Leasehold Tax paid by Proposer is based on an appraisal completed on April 27, 2022. Commencing January 1, 2024, the Operator shall pay the sum of Two Dollars Twenty-Seven Cents (\$2.27) per square foot per annum. Commencing January 1, 2025, the Operator shall pay the sum of Two Dollars Thirty-Eight Cents (\$2.38) per square foot per annum. Commencing January 1, 2026, the Operator shall pay the sum of Two Dollars Fifty Cents (\$2.50) per square foot per annum. Commencing January 1, 2027, the Operator shall pay the sum of Two Dollars Sixty-Three Cents (\$2.63) per square foot per annum.

c. The Operator shall collect the CFCs on behalf of the Board and remit to the Board the full amount of the Transaction Day fee collected from each Rental Car customer. If Operator is operating more than one brand under this Agreement, it shall report CFCs collected by each individual brand.

d. The Operator shall pay to the Board monthly as reimbursement of SIA paid operating and maintenance expenses for the Premises pursuant to this Agreement:

3. QTA Area Operating and Maintenance Fee “OMF” - Operator shall pay in advance on the first (1st) day of each month an OMF Fee. The OMF Fee shall include all costs, expenses, fees, and taxes for the operation, maintenance and safety of the Premises and will be allocated among all Operators using the QTA. The allocation shall be based on the total number of transactions of each Operator for the most recent Operations Year. The Board will deliver to Operators, at least sixty (60) days prior to October 1, 2022 and the beginning of each Operations Year (October 1- September 30) a pro forma budget for the Premises operation and maintenance costs. The Operators may provide written comments on the budget to the Board no later than thirty (30) days prior to the beginning of the Operations Year. The finalized budget, as determined by the Board, will be used to determine the OMF Fee to be paid in equal monthly installments.

4. Ready/Return Area Snow Removal/Ice Control Reimbursement - All costs associated with Ready/Return Area Snow Removal/Ice Control will be reimbursed to the Board through the QTA Area Operating and Maintenance Fee “OMF” as outlined above in D.1.

C. Any and all payments due to the Board by Operator shall be remitted to the following address:

Spokane International Airport
9000 W. Airport Drive, Suite 204
Spokane, Washington 99224

D. Year End Adjustments to Concession fees, Rents and Fees.

1. Within ninety (90) days following the end of each Operations Year, the Operator shall submit to the Board a statement certified as complete and correct by an independent Certified Public Accountant and prepared in accordance with generally accepted accounting principles, showing the amount of Gross Revenues for the previous Operations Year “Certified Statement”. In the event the amount of payments made during the preceding Operations Year exceeds the total of any payments due for such Operations Year, the excess payment shall be credited against the payments for the next Operations Year, except that any excess payment during the final Operations Year of this Agreement will be returned to the Operator within sixty (60) days after the Board’s acceptance of the final Certified Statement described in this Article. Operator shall submit separate system generated reports for each brand name operated.

2. Within ninety (90) days after each Operations Year, Operator shall prepare and submit to the Board a certified statement of the Operator’s actual total number of Transactions for the most recent Operations Year. No later than one hundred fifty (150) days after the close of each Operations Year, the Board shall prepare and furnish to Operators, a statement setting forth all actual operation and maintenance expenses related to the QTA, itemized in sufficient detail. Such statement shall also include any adjustments for such Operations Year. In the event that the actual OMF Fees paid directly by the Operators for such Operations Year exceed the actual amount due, respectively, the Board shall credit that amount to the Operators, to the net payment due from the Operator. In the event the OMF Fees paid by the Operator were less than the actual amount due, Operator shall immediately pay the amount of the deficiency to the Board upon receipt of invoice. Payment shall be deemed delinquent

if not paid within thirty (30) days of receipt of invoice. In the event Operator keeps separate sets of books for each brand operated, Operator shall submit separate system generated reports.

8. FAILURE TO PAY RENT OR FEES

A. No demand for rent or fees need at any time to be given. In the event Operator fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the payments become due, as described in Article 7 – CONCESSION FEE, RENTS, AND FEES, interest at the maximum legal rate, or 18% per annum, whichever amount is greater, shall be assessed until fully paid. The implementation of this provision shall not preclude the Board from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

B. Failure to pay the amounts due or comply with any other of the Operator's financial obligations to the Board under this Agreement, shall entitle the Board to re-enter and take possession of the Premises upon giving the Operator ten (10) days advance written notice of its intent to do so, if said monetary default has not been remedied within said ten (10) day period. However, the Board may extend the time period to correct the default if, in its opinion, due diligence is shown by the Operator in curing the default.

C. The Board's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

D. All payments hereunder shall be considered delinquent if not received by the tenth (10th) of the month due. If the tenth (10th) of the month is a Saturday, Sunday or Federal holiday, that payment shall be delinquent if not received on the following business day.

9. FINANCIAL CONDITIONS

A. Security: During the term of this Agreement, the Board shall require the Operator to deliver (and thereafter maintain current for the entire term of this Agreement) a Performance Bond in the amount of twenty-five percent (25%) of the Operator's Minimum Annual Guarantee for each year hereunder, in order to secure the performance of all of Operator's obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein.

B. Records of the Operator: The Operator covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type or operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Board for the determination of any CFC, Concession fee, or any other computation which may be necessary or essential in carrying out the terms of this Agreement. In the event the Operator institutes an audit of its own records, the Board reserves the right to receive a copy of said audit. Operator shall keep and maintain for a period of not less than sixty (60) months after the expiration or termination of this Agreement, true and accurate records, accounts, books and data accounting for all business conducted at SIA. Operator agrees to operate its business at SIA so that a duplicate rental agreement invoice, computer generated, shall be issued with

each Transaction, whether for cash or credit. Operator shall submit separate system generated reports for each brand operated.

C. Audit: The Board reserves the right, at the Board's expense, to inspect all of the Operator's financial records for the purpose of verifying Gross Revenues and CFCs. The Board shall give Operator fourteen (14) days written notice of said inspection of records. Further, the Board reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Operator's financial records, including, but not limited to, those maintained in Spokane. If, as a result of said audit, it is determined that the Operator has understated the Gross Revenues by three percent (3%) or more per Operations year, the entire expense of said audit shall be borne by the Operator. Any additional percentage fee due shall be paid by the Operator to the Board, with interest thereon at the maximum legal rate allowed or 18% per annum, whichever is greater from the date such additional fees became due which is the day under reporting commenced.

D. All records, accounts, books and data accounting of Operator shall be provided in electronic format.

E. Penalties: Operator recognizes that the Board will incur additional costs if records requested by the Board are not provided in a timely manner and the amount of those costs is difficult to establish with certainty. Consequently, a penalty shall be established as follows:

1. If Operator has not provided any record requested by the Board within thirty (30) days after said request was submitted to Operator, Operator shall pay the Board One Hundred Dollars (\$100.00) per day until all such records have been provided to Board. The per day penalty will continue to accrue, in addition to interest, at the greater of the maximum legal rate allowed or 18% per annum, until all records requested by the Board are satisfied and payment of penalty shall not be offset against any other amount due the Board.

10. SURRENDER OF PREMISES

Upon the expiration and/or termination of this Agreement, Operator shall immediately surrender the Premises to the Board in good condition and repair, ordinary wear and usage excepted; and Operator shall remove all of Operator's personal property, trade fixtures, equipment or improvements removable by prior agreement with the Board from the Premises and shall repair any damage to the Premises caused by such removal. Any personal property of Operator, or anyone claiming under Operator, which shall remain upon the Premises at the expiration or termination of this Agreement shall be deemed to have been abandoned and may be retained by Board as SIA property or disposed of by Board in such manner as the Board sees fit without compensation to any party.

11. DAMAGE OR DESTRUCTION

A. Leased Premises

1. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Board. The Premises shall be repaired or restored at Board's expense to essentially the same condition as that which existed prior to such damage. In the event such damage is

caused by any negligence of the Operator, its officials, agents or employees, it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should a portion of the Premises be untenable, not due to any negligence of the Operator, rent for the affected portions of the Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs.

2. If the Premises, excluding Operator's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the Board shall be under no obligation to repair or reconstruct such Premises. The rent of the affected portions of Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space sufficient to allow the Operator to operate. The Board shall notify Operator within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Premises. If the Board elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by any negligence of the Operator, its officials, employees, or agents, in which case it shall be the responsibility of the Operator to pay all loss, damage and costs not covered by any insurance proceeds. Should the Board elect not to repair or reconstruct, this Agreement as to the destroyed or damaged Premises shall terminate on the date of notification by the Board as specified in this Article. In such event, the Board agrees to use its best efforts to obtain adequate substitute space for Operator.

B. Other SIA Property

In the event of damage or destruction of SIA property caused by the Operator, its agents, employees, or equipment, Operator agrees to repair, reconstruct, or replace the affected property to essentially the same condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Operator further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

12. INDEMNITY AND WAIVER OF DAMAGES

A. The Operator shall indemnify, hold harmless and defend the Board, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator's conduct of business or from any activity or other things done, permitted, or suffered by Operator in, or about the Premises and/or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Board shall give the Operator prompt notice of any such claim or actions made or filed against it.

B. Operator hereby agrees to release and hold harmless the Board, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Operator caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Operator does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Board, its successors and assigns, due to such noise, vibrations, fumes,

dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Operator further agrees to hold the Board, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Operator's equipment excluding any claims arising out of the sole negligence of the Board, the City and County of Spokane, their elected officials, agents and employees.

13. INSURANCE

A. The Operator shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard commercial general liability covering all operations of the Operator and shall include, but not be limited to, general commercial liability; broad form property damage coverage and bodily injury coverage; automobile including owned, non-owned, leased and hired; contractual coverage, including the obligations of Article 12 - INDEMNITY AND WAIVER OF DAMAGES, herein; and independent contractors coverage. The Board, the City and County of Spokane, its elected and appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of SIA and the Premises which are subject of this Agreement. The Operator shall, promptly after execution of this Agreement, furnish to the Board appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than Five Million Dollars (\$5,000,000) combined single limit or split limits equal to and not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage with respect to each occurrence.

B. The insurance policies shall not be subject to cancellation or material change except after notice to the Board at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written notice of renewal shall be furnished to the Board at least thirty (30) days prior to expiration of any policy during the term of this Agreement. Upon written request by the Board, the Operator shall permit the Board to inspect the originals of all applicable policies. The Board, the City and County of Spokane, its elected and appointed officials, agents and employees, shall be included as additional insureds with respect to Operator's use of SIA and the Premises which are subject of this Agreement.

C. This Article 13 – INSURANCE shall be subject to periodic adjustments.

14. HAZARDOUS SUBSTANCES

A. The Board shall indemnify, defend and hold the Operator harmless from any and all costs due to Hazardous Substances that Operator establishes flowed, leached, diffused, migrated, or percolated into, onto, or under the Premises from adjacent properties after the term of the Agreement commences and for any and all costs arising from any contamination of, adverse effects on the environment, or release of Hazardous Substances from the Premises.

B. Operator agrees to indemnify, defend and hold harmless the Board from any and all claims, damages, from or in connection with the presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present as a result of the sole negligence, willful misconduct, or other acts of the Board, its agents, employees, contractors or invitees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. With respect to cleanup of any contamination from any Hazardous Substances on the Premises, the Board and Operator agree to work together to approve cleanup criteria and investigation, monitoring and remediation activities for the Premises that comply with all municipal, state, and federal laws, rules and regulations are consistent with (i) commercial/industrial uses at the Premises compatible with current zoning, and (ii) with commercial/industrial redevelopment of the Premises in the future. The Board will not unreasonably withhold approval of an institutional control with respect to the Premises, as may be reasonably required by governmental authorities for issuance of no further action, or similar site closure documentation, consistent with this provision.

C. For the purposes of this Agreement, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to substances (chemicals or waste) designated as hazardous, toxic, or dangerous, including but not limited to petroleum or petroleum containing products, under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq. or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, et seq., and any applicable federal, state, or local law or regulation relating to safety, preservation or protection of human health and the environment ("Environmental Laws").

15. HAZARDOUS SUBSTANCES STORAGE

A. The Operator is solely responsible for taking all steps and actions to remove or remediate any Hazardous Substances or any other environmental contamination on or under the Premises that are a result of the Operator's use or occupancy of the Premises pursuant to Article 14 of this Agreement. The Operator is responsible for the protection of public health and safety and the environment from actual or potential harm and is obligated to ensure that the Premises are in compliance with all Environmental Laws. If any remediation work is required, Operator, at its sole expense, shall perform all work required and provide to the Board for approval, a written plan of action for completing said remediation work.

B. Hazardous Substances

1. Except for any Hazardous Substances used for the operation and maintenance of the Premises as a rental car facility, used in commercially reasonable quantities and in compliance with Environmental Laws, Operator shall not engage in or allow the generation, use, manufacture, treatment, transportation, or storage of any Hazardous Substance in, on, under, or adjacent to the Premises, except by written permission of the Board.

2. Operator shall not engage in or allow the unlawful release of any Hazardous Substance in, on, under or adjacent to Premises (including air, surface water and ground water on, in, under or adjacent to the property). Operator shall at all times be in compliance with Environmental Laws (and shall cause its employees, agents and contractors to be) with respect to the Premises or any

hazardous substance and shall handle all Hazardous Substances in compliance with good industry standards and management practices.

3. Operator shall promptly notify the Board and any and all adjacent property tenants, in writing, if Operator has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Operator shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Operator's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements subject to Article 14.C of this Agreement.

4. Operator shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Operator's compliance with all applicable laws relating to Hazardous Substances.

16. TAXES

The Operator shall be liable for and pay when due all taxes and assessments of every kind and nature that may arise by virtue of the execution of this Agreement. This obligation shall include, but not be limited to, taxes imposed on the leasehold interest on the Premises, or any part thereof, any improvements at any time situated thereon any personal property of the Operator or any trade fixtures. Operator shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state or federal laws with respect to Operator's agents, employees, or Operator's property, occupancy of, or other activities on the Premises. Nothing herein shall prevent the Operator from protesting through due process, any taxes levied. Upon any termination of this Agreement, all taxes levied, or a lien upon any said property or taxable interest therein shall be paid in full without proration by the Operator forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and issuance of statement.

17. RIGHTS OF THE BOARD

A. Upon providing notice, if possible, the Board reserves the right to inspect the Premises and improvements throughout the term of this Agreement. Unless an emergency or unlawful condition exists which makes reasonable notice impractical, Operator, or Operator's authorized agent shall accompany the Board or its authorized representative(s) in order to inspect the Premises and any improvements thereon. The Board's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Premises or improvements in order to perform its duties under the rights granted by this Agreement.

B. The Board reserves the right to direct, in its sole discretion, all activities of the Operator at SIA in the event of an emergency.

C. The Board reserves the right to direct, at its discretion, Operator's operations in the event that Operator's operations are unreasonably interfering with the use by others of SIA and/or Premises; e.g. to restrict the use of "public" areas of SIA in favor of the traveling public.

D. The Board reserves the right to further plan, develop, improve, remodel and/or reconfigure SIA, including the Premises and existing vehicle and pedestrian traffic patterns, as the Board deems appropriate without interference or hindrance by the Operator, and the Board shall have no liability hereunder to Operator by reason of any interruption to Operator's operations on the Premises occasioned by such Board activities; provided, however, that the Board shall consult in advance with Operator on such changes and if Operator shall be unable to conduct reasonably normal seasonal business operations on the Premises by reason of any such Board activities, then the fees hereunder may be equitably adjusted during the period of such interruption.

E. The Board reserves the right, in its sole discretion, to enter into agreements for the financing or re-financing of SIA and Operator agrees to cooperate in providing information to prospective lenders and in providing estoppel certificates, if so requested.

F. The Board reserves the right to establish and enforce rules and regulations for the conduct of activities and uses permitted herein and also to promulgate Minimum Standards for the conduct of commercial activities related hereto including, without limitation, minimum hours of operation if the Board determines that the needs of the traveling public are not being met.

G. The Board reserves the right to assess penalties to the Operator for non-performance.

H. The Board shall not be obligated to, but reserves the right, to permit off-SIA Rental Car companies to operate or conduct business at SIA.

18. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Operator that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States government for military or naval use and, if such lease agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Board and the Federal Aviation Administration or any successor federal agency.

D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Board relative to the use, operation or maintenance of

SIA, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of SIA, by the provisions of the Board Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Board shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Operator in and to the Premises and improvements thereon.

19. AGREEMENT SUBORDINATE TO BOND ORDINANCE

This Agreement and all rights of the Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Board, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Board and the Operator agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Board hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and the Board with the terms and provisions of the bond covenants. The Operator agrees to take all action reasonable and necessary to execute any amendment in writing to this Agreement to ensure that the Board remains in compliance with the terms and provisions of the bond covenants for any existing or proposed tax exempt financing for or on behalf of the Board.

20. ADDITIONAL OBLIGATIONS OF OPERATOR

The Operator hereby covenants and agrees:

A. That the Rental Cars used by the Operator at SIA shall be maintained, at the Operator's sole expense, in good, safe and operative order, free from mechanical defects, and in a clean, neat and attractive condition, inside and outside. Operator shall provide a fleet of no fewer than fifty (50) rental cars for rent at SIA if operating a single brand and no fewer than one hundred (100) rental cars for rent at SIA if operating dual brands. Operator shall have available, at all times, a sufficient number of vehicles to meet all reasonably foreseeable demands of the traveling public.

B. That the facilities and services to be provided by the Operator for the purpose of providing Rental Car service at SIA shall remain open and staffed for such periods during each day, and such days during each week, as may be necessary to meet demands for said service. The Premises shall be staffed and operated seven (7) day per week, commencing not less than thirty (30) minutes prior to the first departing commercial flight and ending not less than thirty (30) minutes after the last arriving commercial flight, except as otherwise approved in writing by the Board.

C. Operator shall provide and maintain at all times qualified on-site management/supervision personnel who have demonstrated experience, knowledge, skills and abilities to carry out day-to-day operations and to serve as the primary point of contact between Operator and SIA.

D. Operator's personnel performing services at SIA shall not engage in any driving practices on the Premises or SIA that violate speeding or other driving laws and they shall practice safe driving techniques. Operator's personnel that are deemed to have violated any standard driving rules and

regulations or who are found to be driving in an unsafe manner may be subject to action from the Board in addition to any action taken by Operator.

E. That the personnel performing services at SIA shall be neat, clean and courteous. The Operator shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business at SIA in any manner whatsoever except through the use of signs as allowed herein.

F. Operator shall not engage in deceptive business practices such as misleading or luring the public into purchasing a product or service.

G. Operator's personnel shall be responsible for the removal of known debris, foreign materials or other hazards in or on the Premises of the Operator.

H. Personnel are prohibited from parking personal vehicles in ready/return areas.

I. Operator agrees parking of vehicles and equipment by the Operator, its agents, servants, employees or licensees shall be restricted to those areas leased by Operator. Operator shall not reconfigure the layout or use of its leased Ready/Return Area without prior, written approval by the Board.

Parking of employee vehicles is prohibited at the Premises. Operator's employees shall be required to park SIA designated employee lots. The monthly fees for employee parking options are set annually in the Board's Rates and Charges list. Parking of employee vehicles at the Premises or other non-designated areas will result in Operator being assessed a penalty for each violation.

J. Operator shall have the right, during the term hereof, at its own expense, at any time and from time to time, to install, maintain, operate, repair and replace any and all Board's approved trade fixtures, removable structures, and other personal property used from time to time in its operations at SIA, all of which shall be and remain the property of Operator except as herein provided, and may be removed by Operator prior to the expiration of the term of this Agreement, provided, however, that the Operator shall repair any damage to the structures caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Operator a holdover, but all such property not removed upon termination of the Agreement shall be deemed abandoned and thereupon be the sole property of the Board. The Board may reject said trade fixtures or personal property and require Operator to reimburse the Board for the cost to dispose of said fixtures and/or personal property. It is understood, for the purposes of this Article, that the phrase "trade fixtures" shall include but not be limited to any removable structures, signs (electrical or otherwise) used to identify Operator's Premises, equipment, whether or not such machinery or equipment is bolted or otherwise attached to the Premises; any lift hoist, compressor, or other mechanical devices used to service automotive vehicles, and all other miscellaneous equipment.

If, during the term of this Agreement, the Board or the Operator determine the need exists to install electric vehicle charging stations on the Premises, such installation will be coordinated and managed solely by the Board. The Operator acknowledges that such installation may impact the utility of a portion of their Premises for a period of time, during which there shall be no abatement of rent.

Operator agrees to cooperate with the Board as may be required to achieve a safe and efficient installation of such charging stations.

K. In accordance with the Board Grant Assurances, Operator shall take appropriate action to protect instrument and visual operations at SIA. Operator shall adequately clear and protect SIA operations by removing, lowering, relocating, and marking all lighting hazards on their Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Board.

L. That it shall observe and comply with any and all applicable SIA, federal, state and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all rules and regulations which are now, or may, from time to time, be promulgated by the Board concerning management, operation or use of SIA. The Operator shall obtain and keep in force all permits required by law for operation of the Rental Car business.

M. That it shall meet all expenses in connection with its operation at SIA, and the rights and privileges herein granted, including, without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Operator, and that it will secure all such permits and licenses.

N. That it shall not engage in any business or other activity that will intentionally or unintentionally divert business and/or customers from SIA to an off-site office, parking lot, garage, etc., for any purpose whatsoever, including, but not limited to, writing of sales agreements off-SIA premises. If the Board believes, in its sole opinion, that the Operator is engaging in such diversion of business or other activity described hereinabove, it reserves the right to inspect Operator's records, regardless of whether such records pertain to activities at SIA or off-SIA premises. Failure to permit such inspection or rectify any violations provided herein shall be subject to the Board's right as specified in Article 28 – BOARD'S RIGHT OF CANCELLATION. In addition, the Board shall have the right to include such business or other activity within the definition of Gross Revenues and the right to recover any amounts lost as a result of any diversion of business from SIA.

O. That it shall comply with the rules and practices as set forth in the current Spokane International Airport Security Plan, as may be amended from time to time in the discretion of the Board. Any fines assessed against the Board by the Transportation Security Administration TSA as a result of the Operator's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Operator, its employees or agents will be paid promptly upon demand to the Board by the Operator.

P. The Board shall be the sole and final judge of the quality and the adequacy of the services furnished by the Operator as specified herein. In the event the Board determines that Operator has failed to comply with the requirements hereunder with respect to the quality and adequacy of its services, the Board may, upon thirty (30) days written notice, exercise its right to terminate this Agreement as per Article 28 – BOARD'S RIGHT OF CANCELLATION, contained herein. However, the Board may, in its sole discretion, extend the time for compliance if, in its opinion, the Operator is making progress in complying with the requirements of this Agreement.

Q. Liquidated Damages. Operator's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Board, and reduce the amount of compensation to be paid to Board. Additionally, the Board resources will be expended in dealing with violations of this Agreement by Operator. The parties hereby agree that total damages sustained by Board for violations of the provisions of this Agreement addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Board. Operator, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Operator agrees to pay immediately upon demand by the Board the following amounts as liquidated damages upon the occurrence of breaches related to the following subject matter:

VIOLATION	LIQUIDATED DAMAGES
Operating Hours Violation	\$250 per hour or portion thereof, during which location is not open - first occurrence
	\$350 per hour or portion thereof, during which location is not open - second occurrence
	\$500 per hour or portion thereof, during which location is not open- third occurrence
	\$1,000 per occurrence thereafter
Minimum Rental Car Vehicle Inventory Requirement for SIA	\$250 per vehicle per day below minimum requirement
Service Standards and Employee Standards Violation	\$200 per occurrence
Pricing and Quality Violations	\$250 first occurrence \$500 per occurrence thereafter
Signs and Premises Violations	\$100 first occurrence \$200 per occurrence thereafter
Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling Violations	\$350 per occurrence, for up to three (3) occurrences. \$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Board billed at a rate determined by Board at its sole discretion, notwithstanding the market rate.
Deliveries and Vendor Access Violations (including improper blocking of traffic lanes)	\$200 per occurrence
Aggressive selling techniques	\$500 per occurrence
Deceptive Business Practices	\$500 per occurrence

Failure to Provide Documents, including but not limited to ACDBE Reporting requirements, to Board in Accordance with Agreement Requirements	\$200 for each and every calendar day of delay (notwithstanding any other remedies or actions provided for herein)
Employee or Unauthorized Vehicle Parking Violations	\$200 per vehicle per day

The Board's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right, or prohibit the Board from doing so for subsequent violations.

Except for violations regarding the minimum hours of operation, the liquidated damages for which shall be incurred immediately and without notice upon violation, other liquidated damage amounts shall not be imposed unless the violation continues for more than three (3) calendar days after the Board has given Operator written notice (and this written notice may be in the form of an email) of the violation; provided, however, after the Board has given Operator notice of the same violation more than twice during any given year, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) violations of the same type in the same year, the Board reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

21. SUBSTITUTION OR PROVISION OF NEW FACILITIES

The Board may build or provide, or cause to be built or provided, new or substitute facilities at SIA. In the event of the construction and occupancy of new or substitute facilities at SIA during the term of this Agreement, the following shall apply:

A. The Board agrees to set aside counter/office/queuing position, ready/return rental vehicle parking stalls and storage spaces for use by the Operator. The Board further agrees to provide Maintenance Bays, Vehicle Queuing Area, Fueling Station, Overflow Parking and Wrecker Parking for use by the Operator.

B. Operator agrees to relocate operations from the Premises to the new or substituted premises and to thereafter conduct its operations therefrom. The new or substituted facilities shall be comparable to the previous facilities or better in terms of size, location and finish, all at the discretion of the Board. In the event the Board requires the move, the Board will reimburse reasonable actual out-of-pocket costs associated with the relocation as approved in advance subject to a maximum amount established by the Board.

C. Except as modified by the substitution of facilities and the fee adjustments as provided for herein, this Agreement shall continue in full force and effect without change or modification until the expiration or termination of the Agreement.

22. WAIVER OF SUBROGATION

A. The Board and Operator each waive any rights it may have against the other on account of any loss or damage occasioned to the Board or Operator, as the case may be, their respective property,

the Premises or its contents or to other portions of SIA arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Agreement. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either the Board or Operator against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Operator further expressly waives any and all claims against the Board, the City and County of Spokane, their agents and employees of whatever nature, for any and all loss or damage sustained by the Operator, except loss or damage caused by the sole negligence of the Board, its agents or employees, including interruption of the Operator's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or in the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

23. UTILITIES, CONSTRUCTION AND MAINTENANCE – GROUND
TRANSPORTATION CENTER, READY/RETURN RENTAL VEHICLE PARKING STALLS

A. Board's obligations: The Board shall provide the Operator with the following:

1. Utilities to the leased counter/office/queuing position, except as hereunder stated;
and
2. Security lights, signposts, and maintenance of same to the leased ready/return rental vehicle parking stalls.

B. The Board shall provide, by contracting for such services, but at Operator's expense as set forth herein, snow removal and deicing at the Premises. The Contractor shall be under the direction of the Board and it shall be the responsibility of the Operator to comply with any and all directives necessary to ensure the timely and safe removal of snow and deicing of Premises. Should the Board determine that any additional costs associated with a delay in the snow removal or deicing process is specific to any one particular Operator or Operators, then said Operator or Operators shall be responsible for such additional costs and shall be charged and invoiced for such costs in accordance with Article 8 of this Agreement.

C. Operator's obligations: The Operator shall be responsible for providing the following:

1. All items not provided by the Board in Paragraph A of this Article;
2. Maintenance of office space, janitorial and garbage service for the counter/office/queuing position; Operator shall not use outside receptacles provided by SIA for disposing of garbage. The Board provides receptacles solely for the traveling public's use.

3. Maintenance of ready/return rental vehicle parking stalls, to include wheel stops and signs.

4. Operator agrees to cooperate with the Board with the provision and installation of new communication services such as paging, courtesy phones, flight and baggage information systems, etc., necessary to properly operate SIA. Operator is responsible for all communication and computer services required to operate its Rental Car business.

D. Neither party shall be liable to each other, or any other person, for any interruption of failure in the supply of any utility service to the Premises. In the event of interruption of utility services to the Premises, the Operator and the Board shall take immediate action to restore such utility services as rapidly as possible to avoid unnecessary interruption of the Operator's business operations.

24. UTILITIES, CONSTRUCTION AND MAINTENANCE - QTA

A. Operator agrees to keep the Premises, including paved areas and parking areas, in good condition and shall not commit or suffer any waste thereon. Operator agrees to keep the interior of its Premises in a clean, neat and sanitary condition, and attractive in appearance.

B. The Board shall provide, at Operator's expense, as set forth herein, for the Premises, general maintenance, periodic maintenance and repair and any necessary replacements in a manner and as determined necessary in the sole discretion on the Board. The maintenance, repair and necessary replacement shall be performed at the level deemed reasonably necessary by the Board to keep the QTA in good condition and repair. The costs of maintenance, repair, services including administrative costs provided to the Premises, shall be charged on a monthly basis to all Operators occupying the QTA as set forth herein. The total of all expenses shall be payable on a prorata basis by all Operators as determined by the total number of transactions. Services shall include, but are not limited to, the following:

1. Janitorial services for all common use restrooms
2. All charges for light, heat, gas and water with respect to the Premises
3. Removal of snow, ice or any other foreign substance on common use roadways and at the primary fuel storage system location.
4. Ready/Return Area Snow Removal/Ice Control
5. Security at entrance of Ready/Return area
6. Landscaping maintenance
7. Asphalt repair, markings and barriers including security barriers thereon
8. Repair and maintenance of perimeter fencing, gates and common use outside lighting
9. Weed and litter control
10. Refuse/Recycling Disposal
11. Management and maintenance of fuel facility and compliance with all government regulations related to fuel tanks, including but not limited to, tank registration, financial assurance, leak detection, routine equipment integrity testing on the tank, piping, and related leak detection systems, and retention of records of leak detection and integrity test results
12. Building Maintenance including exterior painting, structural integrity, roof and foundation

13. Fire and Peril Insurance

C. The Operator shall provide, at Operator's expense, for the Premises, general maintenance, periodic maintenance and repair and any necessary replacements for the following:

1. The car wash(s), vacuum station(s), fueling station(s) including dispenser(s), heating, ventilation and air conditioning equipment, windows and doors, exterior/interior lighting, all electrical wiring, all plumbing and sewage lines, gas connections, pipes, mains, drains and oil/water separator within or attached to the bay(s).
2. Any Operator installed trade fixtures shall be the sole responsibility of the Operator and shall not be considered part of the OMF.

D. Should the Board determine that any portion of such costs associated with the maintenance, repair or replacement is specific to any one particular Operator or Operators, then said Operator or Operators shall be responsible for such additional costs and shall be charged and invoiced for such costs in accordance with Article 8 of this Agreement.

25. ALTERATIONS AND IMPROVEMENTS

A. All repairs made by the Operator or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Board, Federal, State or local authority having jurisdiction over the work in or to the Operator's Premises.

B. No improvements, structures, alterations or additions shall be made in, to or upon the Premises without the prior written consent of the Board. Operator shall submit requests for improvements, alterations or additions by submittal of the Request for Approval Form, identified as Exhibit C, attached and made a part hereof. All such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Board.

C. Inside storage of material is required. Outside storage is not permitted. There shall be no outside storage of junk, salvage vehicle parts, non-operational equipment, unused or damaged equipment or material, solid waste or debris.

D. The installation of any type of fencing is prohibited on the Premises.

E. Upon providing notice, if possible, the Board or its duly appointed representatives shall have the right to enter the Operator's Premises to:

1. Inspect the Premises during the Operator's regular business hours or at any time in case of emergency to determine whether the Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Board may, at its discretion, require the Operator to effect repairs at the Operator's own cost.

2. Perform any and all things which the Operator is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to

the Operator's Premises or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Board or its duly appointed representatives shall have the right to enter the Operator's Premises to perform maintenance repair or replacement.

3. Undertake the maintenance, repair or replacements requested by the Board if the Operator refuses or neglects to make any repairs necessitated by the negligent acts or omissions of the Operator, its employees, agents, servants or licensees. The Board shall have the right to make such repairs on behalf of and for the Operator if Operator has not commenced such repairs with five (5) days after written notice by the Board. Such work shall be paid for by the Operator within ten (10) days following demand by the Board for said payment at the Board's standard rates plus any administrative costs.

F. Operator will be responsible for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Operator's operations at the Premises in a manner and area designated by the Board. The Operator agrees to provide and use suitable closed receptacles for all garbage, trash and other refuse in its Premises. Piling of boxes, cartons, barrels or similar items shall not be permitted in open areas. Outside storage is prohibited.

G. Any improvements and alterations to the Premises thereon with respect to which the Board has given its written consent, shall be done at Operator's sole cost and expense and Operator shall not cause or permit any statutory claims or liens to be filed against the Premises or against the buildings or other improvements thereon by reason thereof and hereby does indemnify the Board against all costs and liabilities arising from such claims or liens filed as a result of Operator's activities.

H. Any such improvements or alterations to the Premises made by Operator shall become the property of the Board upon the termination of this Agreement and shall be surrendered with the Premises and as a part thereof, unless otherwise agreed upon in writing between the Board and the Operator.

26. ADVERTISING AND SIGNAGE

A. Operator shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising. Prior to installation of such signage, the Operator shall submit plans and obtain written approval of the Board or its designee. The right to install identification signs or other advertising devices for information to its customers shall be at a location, in the number and type, size and design approved in writing by the Board. In the event the signs are removed and not replaced, Operator shall repair the area to its normal appearance. To the extent that Operator uses any electronic medium for identification and/or advertising which includes any reference to Operator's relationship with the Board, the Board shall have the right to review and approve the same.

B. All signs shall be repaired or replaced by Operator as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Operator with any burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Operator prior to leaving.

C. Operator shall not install any exterior lighting, shades or awnings or any exterior decorations or paintings, or build any fences or make any change to the exterior portions of the Premises

without the Board's consent.

27. OPERATOR'S PERSONAL PROPERTY/TRADEMARKS

A. All personal property, equipment, furnishings, decorations and trade fixtures placed upon the Premises by Operator shall be at Operator's sole risk, and the Board shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or omissions of any person or from any causes whatsoever.

B. Operator represents that it is (and will be for the entire term hereof) the owner of or fully authorized to use any and all services, processes, machines, articles, trade names, trademarks, logos or slogans to be used by it in its operation under or in any way connected with this Agreement. Operator agrees to save and hold the Board, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit, demand or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claims arising out of the operations of Operator under or in any way connected with this Agreement.

28. BOARD'S RIGHT OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellation by the Board should any one or more of the following occur:

A. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceeding brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets is appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If the Operator shall vacate, abandon or discontinue for thirty (30) consecutive days the conduct and operation of its Rental Car operation, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. If the Operator shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, or the Board has a reasonable basis to believe the Operator will fail in the same, or the Operator engages in conduct or activity detrimental to the operations of the Board, provided that upon the happening of any contingency recited in this Article or a reasonable basis to believe any such contingency will happen, the Operator shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to the Board, then and in such event, this Agreement and all of Operator's rights under this Agreement shall automatically terminate. The Board shall extend the time period to correct the default, if, in its sole opinion, due diligence is shown by the Operator in curing the default.

D. The discovery by the Board that any financial or background information or statement provided to the Board by the Operator, or any agent, representative, successor, grantee, or assign of the Operator, was materially false.

If under any of the foregoing provisions of this Article the Board shall have the right to re-enter and take possession of the Premises, the Board may enter and eject the Operator and those claiming through or under it and remove its property and effects (using force, if necessary) without being guilty of any manner of trespass; without any liability therefore; without prejudice to any remedies of the Board in the event of default by the Operator; and without liability for any interruption of the conduct of the affairs of Operator or those claiming through or under it.

29. OPERATOR'S RIGHT OF CANCELLATION

In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of SIA.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of SIA for scheduled air transportation.

C. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of SIA and its facilities in such manner as to substantially restrict the Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

30. OPERATOR'S RIGHT OF ABATEMENT

In the event that the following condition exists during the term of this Agreement, the minimum annual guarantee hereinabove provided for in Article 7 – CONCESSION FEE, RENTS AND FEES shall be abated for the period of time the condition exists:

A. A major traffic reduction at SIA. A major traffic reduction shall be defined as a not less than thirty percent (30%) reduction in the number of passengers deplaning on scheduled airline flights at SIA during any period of three (3) consecutive calendar months as compared to the number of such deplaning passengers in the same calendar months during the preceding calendar year.

B. The abatement amount for those months that are abated as defined above will be the prorated reduction of that month's 1/12th payment of the minimum annual guarantee. For example, if May, June and July have a traffic reduction of 30%, 33% and 36% respectively, then the 1/12th minimum

annual guarantee payment for May would be reduced by 30%, June would be reduced by 33%, and July would be reduced by 36%.

C. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the 30% threshold, at which time the full minimum annual guarantee payment shall be made for such month.

D. This major traffic reduction can only be identified after any three-month period ends; however, the major traffic reduction exists for any three-month period when all three months had a not less than 30% reduction in passenger deplanements. Overpayments of the MAG will be credited to the Operator during the year-end reconciliation process described in Article 7(D).

31. REPLACEMENT OPERATOR

Board reserves the right to replace, through proposal procedure, or through negotiation, a vehicle rental Operator, if this Agreement is terminated prior to the end of its term, upon the same terms and conditions as exist in this Agreement, including the same termination date.

32. ASSIGNMENT AND SUBLETTING

A. The Operator shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet or sublease, transfer or encumber any of Operator's rights in and to this Agreement, or to the fixed improvements, or any interest therein, nor license or permit the use of the rights herein granted in whole or in part, without the prior written consent of the Board which shall not be unreasonably withheld; provided, Operator or anyone acting on behalf of Operator shall provide the Board no less than 120 days written notice of any requested assignment, sublet, transfer or encumbrance. Operator agrees to provide all sub-lease agreements to the Board, and the Board shall have the right to approve or deny any request by Operator to sub-lease within their Permitted Use area.

B. The prohibition set forth in Article 32 ASSIGNMENT AND SUBLETTING – Paragraph A. includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Operator's corporate, partnership or proprietary structure. Notwithstanding the above and provided that the Operator shall be in full conformance with the terms of this Agreement, including the payment of all fees, rents and charges, and other obligations, Operator shall have the right to assign the Agreement and leasehold improvements to a limited liability corporation, a corporation with which it may merge or consolidate, to any parent or subsidiary of Operator or subsidiary of Operator's parent, or to a purchaser of substantially all of Operator's assets, if the assignor executes an agreement acceptable to the Board with an assignee which is acceptable to the Board and which has the financial ability to perform and assume all of Operator's obligations hereunder.

C. A violation of any term or condition of this Agreement by any sublessee shall, after notice to Operator and an opportunity to cure as set forth in this Agreement, constitute a default by Operator under this Agreement. Operator shall be responsible to cure any such default subject to notice and cure period provided in Article 28 BOARD'S RIGHT OF CANCELLATION – Paragraph C. Operator shall also be fully liable and responsible to the Board for any injury or damage sustained by the Board to the extent caused by any such default, whether by Operator or by any sublessee. If an event of default has

occurred due to any action or inaction by a sublessee and has not been cured, the Board shall be entitled to pursue all remedies provided in this Agreement, including without limitation eviction proceedings against Operator and the sublessee.

33. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

34. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Operator's operation at SIA. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Operator is an independent contractor in every respect, and not the agent of the Board.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Operator, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Board and/or eviction of Operator during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Board by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

35. APPROVAL OR DIRECTION BY BOARD

Wherever consent, approval or direction by the Board is required under this Agreement, such consent, approval or direction by the Board shall be effective if given by the SIA Chief Executive Officer or his designee in the manner set forth in this Agreement.

36. PERFORMANCE BY BOARD

If the Operator should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Board may, at its sole option and after giving written notice to the Operator, perform such act on behalf of the Operator. Upon notification to the Operator of the cost thereof by the Board the Operator shall promptly pay the Board the amount due.

37. LIENS OR ENCUMBRANCES

Operator agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered and professional services provided to the Premises for improvements done at Operator's request, during the leasehold term for improvement to the Premises. Operator shall keep the

Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Operator's request. Operator agrees to and shall indemnify, and hold the City of Spokane, County of Spokane, and the Board free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Operator for use on the Premises. The Board may require lien releases as a condition of approval.

38. FEDERAL NONDISCRIMINATION

A. The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the same manner as the Operator.

The provision obligates the Operator for the period during which the property is owned, used, or possessed by the Operator and the Board remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit F and which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

4. Information and Reports: Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Board or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator

will so certify to the Board or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the Board will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

6. Incorporation of Provisions: The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operators becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

39. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (ACDBE)

The Airport strictly prohibits all unlawful discrimination and preferential treatment in contracting, subcontracting and purchasing, including any Agreements, or any subcontracting or purchasing under said Agreements. Additionally, this Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 Code of Federal Regulations Part 23. Operator shall comply with the Airport's ACDBE Plan. Operator shall also comply with the Airport's Non-Discrimination Policy and shall not discriminate against any business owner because of the owner's race, color, religion, sex, national origin, ancestry, age physical or mental disability, marital status, sexual orientation in connection with its performance under this Agreement. The Operator shall cooperate with the Airport in the Airport's policies to make good faith efforts to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including Airport Concession Disadvantaged Business Enterprises. Operator acknowledges that the Airport is required to develop and obtain approval of the Federal Aviation Administration of an ACDBE plan and Operator agrees to comply with any applicable provisions of an ACDBE plan approved by the FAA and adopted by the Airport and Operator shall comply fully with the reporting provisions outlined in Exhibit D, SPOKANE INTERNATIONAL AIRPORT RENTAL CAR ACDBE ATTAINMENT REPORT. Operator shall make good faith efforts to achieve the established ACDBE goal (which may be updated from time to time) at the SIA location from firms certified as ACDBE in the State of Washington. Should the Operator fail to achieve the established goal, the Operator shall submit to the Board proof of good faith efforts to meet the ACDBE goal in a form acceptable to the Board.

In order to ensure compliance with the Board's ACDBE Plan, the Operator agrees as follows:

A. Operator agrees that within ninety (90) days after the expiration of each Operations Year, during the term of the Agreement, it will provide a report to the Board, in the form acceptable to the Board, (see attached ACDBE Attainment Report – Exhibit D) describing the dollar amount of its

purchases or leases of goods and services during such year from any vendor that is certified as an ACDBE pursuant to the FAA's ACDBE Regulations and the State of Washington Office of Minority & Woman Business, together with documentation, in form acceptable to the Board, of its good faith efforts during such operating year to obtain other ACDBE providers of goods and services. Operator shall also provide such additional information to the Board, including any ACDBE participation in direct ownership of the Operator's business, as the Board may reasonably request in order to permit the Board to comply with the requirement of the ACDBE Rules, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals

B. The Board has an approved ACDBE plan and Operator shall comply with the terms and conditions of such ACDBE Plan applicable to Rental Car Companies.

C. The Operator's breach of any obligation under Paragraphs (1) or (2) of this Article shall be a default by Operator under the Agreement and shall entitle the Board to exercise all of its contractual and legal remedies, including termination of this or any other Agreement with Operator.

40. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or their agents, relating to the Agreement and use of the Premises demised herein, shall limit or modify its terms.

41. SUBMISSION OF AGREEMENT

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by the Board and Operator. No act or omission of any officer, employee or agent of the Board shall alter, change or modify any of the provisions hereof.

42. RELATIONSHIP OF THE BOARD AND OPERATOR

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Operator and the Board shall be deemed to create any relationship other than that of Operator and the Board.

43. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Board to any act by Operator requiring Board's consent shall not be deemed to waive consent to any subsequent similar act by Operator.

44. SURVIVAL OF INDEMNITIES

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Operator shall, at the Board's option, defend the Board at Operator's expense by counsel satisfactory to the Board.

45. DEFAULT

If Operator should, after notice, fail to remedy any default (A) in the payment of any sum due under this Agreement for ten (10) days or (B) in the keeping of any other term, covenant or condition herein with all dispatch, not exceeding thirty (30) days, then at its option, in addition to and not exclusive of any other remedy, the Board may have by operation of law, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (AA) declare this Agreement at an end, in which event Operator shall immediately pay the Board a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this Agreement exceeds the then cash rental value of the Premises for the balance of said term, or (BB) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Operator, upon such terms and conditions as the Board may deem advisable. In the event the Board re-lets the Premises, the Operator shall be obligated to pay, in addition to the deficiencies in the lease rent and the re-letting rent amount, all necessary renovation and alteration costs and expenses, attorney's fees, and real estate commissions. Said necessary renovations and alterations, attorneys' fees, and real estate commissions paid shall be deemed additional rent due and owing by the Operator. The Board shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Board. Thereafter, if the rents collected upon re-letting are insufficient to pay the original rental rate and the additional rent due and owing as described above, the Board may, at any time during the Agreement, but in no event later than six years, bring an action in the Superior Court of the County of Spokane for any deficiencies due and owing to the Board as a result of the Operator's default under the terms and conditions of this Agreement.

46. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

47. HOLDOVER POSSESSION OF PREMISES BY OPERATOR

Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Board, shall constitute a tenancy from month to month. The month to month tenancy

shall be subject to all other terms and conditions of this Agreement with the exception of rents, charges and fees; which shall be determined solely by the Board.

48. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT BOARD: Properties & Contracts Department
Spokane International Airport
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

OPERATOR:

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

49. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

50. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

51. AUTHORITY OF OPERATOR'S REPRESENTATIVE

As an inducement to the Board to execute this Agreement, the undersigned representative of Operator represents that he/she is expressly authorized to execute this Agreement and to bind Operator to the terms and conditions hereof and acknowledges that the Board is relying upon this representation, authorization and execution.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter
Chief Executive Officer
Date: _____

Brian M. Werst
General Counsel
Date: _____

OPERATOR

Title: _____
Date: _____

SAMPLE

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Lawrence J. Krauter is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer for the Spokane Airport Board to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

EXHIBITS A and B (PREMISES)

SAMPLE

EXHIBIT C



SPOKANE AIRPORTS
REQUEST FOR APPROVAL _____
IMPROVEMENTS/MODIFICATIONS/INSTALLATIONS/SIGNS, ETC.

TENANT: _____

DESCRIBE CHANGES: _____

TIME TO COMPLETE: _____

ATTACHMENTS (drawings, etc.): _____

SECURITY PLAN (badged/escorted workers): _____

PROPOSED USE OF PREMISES: _____

Requestor

Date

FOR AIRPORT'S USE – Attach additional pages if necessary

ROUTE

COMMENTS/ RECOMMENDATION

INITIALS/DATE

Dir. of Prop. & Contracts

Systems Analyst

Dir. of Engineering

Dir. of Operations

Term. Maint. Supervisor

Fire Chief

Police Chief

Chief Executive Officer

EXHIBIT D

SPOKANE INTERNATIONAL AIRPORT
SAMPLE RENTAL CAR ACDBE ATTAINMENT REPORT
(Subject to change)

Rental Car Brand: _____

Business name: _____

This company/business, ☐ is ☐ is not, a certified ACDBE firm

(if a certified ACDBE please provide evidence of this certification and percentage of direct ACDBE ownership of business) _____ % ACDBE direct ownership of business

Reporting Period: From: _____, 20____ To: _____, 20____

Reported By: _____

Name _____ phone # _____

Gross Revenues for this period \$ _____

Concession fees paid to the Airport \$ _____

Dollar value of goods & services purchased or leased by this company from _____

Certified ACDBEs: \$ _____

Name of ACDBE firms included in this figure:

Description of Good Faith Efforts to obtain other ACDBE providers of goods and services: _____

I certify that the above information is true and accurate to the best of my knowledge and accurately reflects our ACDBE participation and good faith efforts during the period indicated.

Owner/Manager

Date

EXHIBIT E

MONTHLY REVENUE REPORT

This form must be completed for each
Brand being operated by Company.

Company Name: _____
Address: _____
City, State, Zip _____
Contact Name: _____
Phone Number: _____
Brand: _____

Revenue Report for the month of: _____

Prepared by: _____

Gross Rental Revenue: \$ _____

Airport Fee: (10%) \$ _____ 0

Less Monthly Guarantee: \$ _____

Balance Due: \$ _____ 0

Number of Transaction Days: _____

CFC per day = \$3.75 \$ _____ \$0.00

Amount due at time of report: \$ _____

Total Number of Transactions _____

Report to be submitted electronically to:

Accounts Receivable at: ar@spokaneairports.net

Please submit check to address below via mail on the same day that the report is
submitted electronically:

Spokane International Airport
Attn: Accounts Receivable
9000 W. Airport Dr., Suite 204
Spokane, WA 99224

EXHIBIT F

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).