

**RENTAL CAR CONCESSION & LEASE AGREEMENT**

**AUGUSTA, GEORGIA**

**FOR THE AUGUSTA REGIONAL AIRPORT**

**AND**

**ENTERPRISE LEASING COMPANY – SOUTHEAST, LLC**

**D/B/A ALAMO RENT A CAR AND NATIONAL CAR RENTAL**

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## **RENTAL CAR CONCESSION AND LEASE AGREEMENT**

THIS RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company – Southeast, LLC (Lessee) d/b/a Alamo Rent A Car and National Car Rental, a limited liability company existing under the laws of the state of Delaware.

### **WITNESSETH:**

**WHEREAS**, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

**WHEREAS**, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, Lessee is primarily engaged in the business of renting automobiles to Airport passengers and the public; and

**WHEREAS**, both the Lessor and Lessee desire to enter into this Agreement to provide space for the Lessee to conduct its business at the Airport and terms and conditions for the operations of the Rental Car Concession; and

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree as follows:

## **SECTION 1 - DEFINITIONS; CONSTRUCTION**

Certain capitalized words and terms used in this Agreement are defined in the text herein. The following words and terms are defined terms under this Agreement:

- 1.1 “Airport” shall mean the lands and facilities owned by the Lessor and operated by the Commission known collectively as Augusta Regional Airport, as it now exists and as it may change from time to time.
- 1.2 “Airport Concession Disadvantaged Business Enterprise” or “ACDBE” shall mean, airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.

- 1.3 “Airport Customer” shall mean (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Lessee at Lessee’s Rental Car concession; and (ii) any person having deplaned at the Airport within the previous 48 hours who enters into a motor vehicle rental agreement with Lessee at any of Lessee’s rental car operations located within a three (3) mile radius of the Airport’s boundary line or takes delivery from the Lessee or returns a motor vehicle rented from the Lessee.
- 1.4 “Airport Executive Director” shall mean the person appointed by the Augusta Aviation Commission to exercise functions with respect to the rights and obligations of the Commission under this Agreement.
- 1.5 “Agreement” shall mean and refer to this Rental Car Concession and Lease Agreement between the Lessor and Lessee, together with the exhibits to the Rental Car Concession and Lease Agreement and all agreements supplemental to or modifying the Agreement.
- 1.6 “Augusta Aviation Commission” or “Commission” shall mean the Commissioners tasked with the overall administration of the Airport.
- 1.7 “Augusta, Georgia or “Lessor” shall mean the governing authority of Augusta, Georgia.
- 1.8 “Concessionaire” shall mean and refer to any rental car agency signing a Rental Car Concession and Lease Agreement with Augusta, Georgia as a lessee. “Concessionaire” when used in the plural, shall mean and refer to all concessionaires having executed an agreement related to the operation of a rental car concession at the Airport.
- 1.9 “Contract Year” shall mean a twelve-month period beginning March 1 and ending February 28 (or 29 in the case of leap years) within the Term.”
- 1.10 “Counter Space” shall mean and refer to that area designated by the Lessor inside the terminal provided to the Lessee for conducting rental car operations.
- 1.11 “Days” (whether capitalized or not) shall, unless otherwise specified, mean and refer to calendar days, not business days.
- 1.12 “Environmental Laws” means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal super lien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

- 1.13 “Event of Default” shall mean those events set forth in Section 26 of this Agreement, which may cause the termination thereof.
- 1.14 “FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- 1.15 “Gross Revenues” shall mean, as determined in the reasonable discretion of the Airport Executive Director, all amounts charged to its Airport Customers by the Lessee for or in connection with agreements it secures through its business at the Airport, regardless of whether such amount is actually received by Lessee.
- 1.15.1 Gross Revenues shall include all monies or other consideration of whatever nature paid or payable to Lessee by Airport Customers for all sales made and services performed for cash, credit, or consideration in connection with automobile rentals or other products or services provided to persons through Lessee’s operations, without regard to 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 Lessee’s Airport Customers and without regard to whether the vehicles or other products are returned to the Airport 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 Lessee 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, is prohibited.
- 1.15.2 Gross revenue 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 set forth below:
- 1.15.2.1 Federal, state, county or municipal sales, use, or excise taxes now in effect or hereinafter levied on Lessee’s operations that are separately stated on customers’ rental contracts and collected from customers of Lessee.
- 1.15.2.2 Those fees referred to as Customer Facility Charges, “CFCs” which for the purpose of this Agreement shall include all customer facility charges authorized, from time to time and specified by Augusta, Georgia Ordinance.
- 1.15.2.3 Reimbursements for amounts actually paid to pass through to independent third parties without markup and with no amount being

retained by the Lessee for windshield replacement, towing, parking tickets, impound fees, and other governmental fines and fees. Any amounts collected above the pass through amount shall be included in Gross Revenue under this Agreement.

1.15.2.4 Amounts received specifically for loss, conversion, and abandonment of or damages of vehicles or other property of Lessee, other than any administration fees; and,

1.15.2.5 Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Lessee'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.

1.16 "Leased Premises" or "Premises" shall mean the areas leased to Lessee to conduct business as set forth on Exhibits "A," "B," and "C," and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all easements (excluding easements for light and air), rights of way and appurtenances pertaining thereto.

1.17 "Legal Requirements" shall mean and refer to all laws, statutes, and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, and requirements (whether now or hereafter in effect) of all federal, state, county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivision thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this.

1.18 "Lessee" shall mean Enterprise Leasing Company – Southeast, LLC, a limited liability company authorized to do business in the State of Georgia.

1.19 "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale, or other encumbrance on the premises.

1.20 "Notice of Default" shall mean and refer to written notice of any Event of Default to Lessee. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.21 "Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Lessee (from a party other than the Lessor or the Commission) and installed or used at the Airport in the conduct of Lessee's car rental business that are

removable from Lessee's Premises without substantial or permanent injury or damage to Lessee's Premises.

- 1.22 "Ready Return Block" shall mean that consolidated area of the Airport designated for the return and parking of rental vehicles.
- 1.23 "Rental Car Concession" shall mean and refer to the privilege to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers, where such rental car service is furnished by or on behalf of Lessee.
- 1.24 "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by the Commission or operating directives issued by the Airport Executive Director, as the same may be amended, modified, or supplemented from time to time.
- 1.25 "Service Center" shall mean that consolidated area of the Airport designated by Lessor for the servicing and fueling of rental vehicles.
- 1.26 "TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

## SECTION 2 - REPRESENTATIONS AND UNDERTAKINGS

It is understood and agreed under this Agreement that the Commission is the operator of the Airport for the use and benefit of the public, that Augusta, Georgia is the owner of the Airport, and that Lessee is only the Lessee of the Leased Premises herein described with only the privileges provided for in this Agreement.

- 2.1 **Representations by the Lessor.** The Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:
  - 2.1.1 **Creation and Authority.** The Lessor is a political subdivision of the State of Georgia, duly created and validly authorized to conduct business under the laws of the State of Georgia.
  - 2.1.2 The Lessor is the owner of the Premises and, has all requisite power and authority under the laws of the State of Georgia to: (i) lease the same to the Lessee; (ii) enter into and perform its obligations under this Agreement; and (iii) exercise its rights under this Agreement.
- 2.2 **Representations by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:



**2.2.1 Organization and Power.** The Lessee is a limited liability company duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware, is authorized to do business in the State of Georgia and has all requisite power and authority to enter into this Agreement and perform its obligations and exercise its rights under the same.

**2.2.2 Agreements Are Legal and Authorized.** The Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of the members of the Lessee, (iii) have been duly executed and delivered on the part of the Lessee, (iv) are legal, valid, and binding as to the Lessee, subject to bankruptcy, moratorium, and other equitable principles, and (v) will not conflict with or constitute on the part of the Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which the Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

**2.3 No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default by the Lessee or which, with the lapse of time or with the giving of notice or both, would become an Event of Default by the Lessee hereunder.

**2.4 Disclosure.** The representations of the Lessee contained in this Agreement and/or any certificate, document, written statement, or other instrument furnished by or on behalf of the Lessee to the Lessor in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. Lessee states that there is no fact that it has not disclosed to the Lessor in writing that materially and adversely affects or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affects the Agreement or the ability of the Lessee to perform its obligations under the Agreement.

### SECTION 3 - LEASING CLAUSE; SECURITY; TITLE

In consideration of the privilege fee, rents, and fees to be paid by Lessee, the covenants and agreements to be kept and performed by Lessee, and the stipulations hereinafter mentioned, whether reserved and/or contained, Lessor hereby leases and rents the Premises for Lessee's use, and said Lessee hereby agrees to lease and take upon the terms and conditions which appear herein.

### SECTION 4 - TERM; POSSESSION

- 4.1 **Effective Date; Agreement Term.** This Agreement shall be for a period of five (5) years (the "Agreement Term"), commencing on March 1, 2025. The Agreement Term shall expire at 11:59 p.m., eastern standard time, on February 28, 2030, subject to the provisions of this Agreement permitting earlier termination. Notwithstanding any expiration or termination of this Agreement, those covenants and obligations that by the provisions herein that are stated to survive the expiration or termination of this Agreement shall also survive the early termination of this Agreement. This Agreement shall create a usufruct only and not an estate for years.
- 4.2 **Effect of Termination.** No termination of this Agreement prior to the above-stated expiration date shall affect Lessor's right to collect rent for the period prior to the termination of this Agreement.
- 4.3 **Delivery of Possession.** The Lessee shall, commencing with the Effective Date of this Agreement, have possession, custody, and control of the Premises as it exists on such date, and the Lessee hereby accepts such possession, custody, and control.
- 4.4 **Quiet Enjoyment, Ingress and Egress.** Lessor covenants and warrants that Lessee, so long as it shall pay the rentals and fees herein stipulated and shall perform the duties and obligations herein agreed, shall have quiet enjoyment of the Leased Premises during the term of this Agreement and any extensions thereof, including but not limited to ingress and egress for Lessee and its customers.

### SECTION 5 - LEASED PREMISES

- 5.1 In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property

designated for Lessee shown on Exhibits "A" and "B" for its exclusive use and the property designated as Exhibit "C" for its joint use with other tenants.

- 5.2 Lessee shall use the Leased Premises for the conduct of its automobile rental operation, which includes, in the areas designated on Exhibit "A" for this Lessee, the rental of automobiles to patrons, passengers, and others.
- 5.3 The Lessor reserves the right to enter upon the Leased Premises for the purpose of further developing and improving said Premises as it sees fit, regardless of the desires of Lessee, and without interference or hindrance, and at the Lessor's sole cost and expense (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable).
- 5.4 Lessee shall not attach any posters, pictures, advertisement, signs, or the like on the walls or the counters located in the Airport, without the prior written consent of the Lessor.
- 5.5 **Counter Space.** The Lessee shall be provided two hundred forty (240) square feet of counter space as depicted on Exhibit "A" to conduct its car rental business at the Airport. The Lessor shall have the right to move the counter and operation of Lessee upon giving sixty (60) days written notice to any location within the Airport terminal.
- 5.6 **Ready Return Block.** The Lessor shall provide Lessee Block A containing sixty-three (63) parking spaces. Said Block is provided on the Airport as shown on Exhibit "B". Lessee acknowledges that the Airport Executive Director may reassign or relocate the parking blocks to accommodate the needs of the traveling public, Airport operations, and Airport development.
- 5.7 **Service Center.** The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of twelve (12) 180' fleet holding lanes and two (2) 40' fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit "C."

## SECTION 6 - ACCEPTANCE, MAINTENANCE AND REPAIR

- 6.1 Lessee accepts the Leased Premises in their present condition, "as is," and agrees to maintain the Leased Premises, counter, and equipment owned by Lessee and installed on said premises in good state of repair at all times during the Term of this Agreement. Lessee warrants that it

has inspected the Premises and accepts possession of the Leased Premises and any improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA, TSA, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors, and assigns.

6.2 Lessee, without limiting the generality hereof, shall:

- 6.2.1 keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon, and all of the Lessee's fixtures, equipment, and personal property which are located on any part of the Premises;
- 6.2.2 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water, or other parts of the Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants, or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency.

## SECTION 7 - SIGNS

Lessee's Premises in the Airport terminal shall be clearly signed and designated at all times during the Agreement Term with the Lessee's specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession and the provision of services. Except as specifically permitted by Lessor, Lessee shall not attach to or paint on or within the Premises (including the walls, windows and doors thereof) any signs or other advertising matter, symbols, canopies, or awnings. At the expiration or early termination of this Agreement, all signs, advertising matter, symbols, canopies, or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc. Lessee shall not be permitted to advertise any products and/or services other than those of Lessee connected to the operation of the Rental Car Concession.

## SECTION 8 - USE OF PREMISES

- 8.1 Lessee shall not use, occupy, or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any then-applicable legal requirements, (ii) violate any of the covenants, agreements, provisions, and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) may make it difficult for either the Lessor to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.
- 8.2 Lessee shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Lessor's reasonable judgment, may or tends to impair or interfere with (i) the character, reputation, or appearance of the Premises or the Airport; or (ii) the use of any other Airport property.
- 8.3 Lessee shall not do, permit, or suffer any waste, damage, disfigurement, or injury to or upon the Premises or any part thereof.
- 8.4 In connection with the exercise of its rights under this Agreement, Lessee shall not:
  - 8.4.1 Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
  - 8.4.2 Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
  - 8.4.3 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
  - 8.4.4 Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.

- 8.4.5 Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's Security Plan.
- 8.4.6 Use the Premises for any illegal purposes, nor in violation of FAA, TSA, and/or the Airport's Rules and Regulations, as amended from time to time, or any regulation of any other governmental entity.
- 8.4.7 Use the Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 8.4.8 Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's activities, the prior written consent of the Airport Executive Director shall be required. The Lessor may impose, however, as a condition of such consent, such requirements as the Lessor in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up), and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business. "Hazardous Material" shall mean: (1) any oil petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, or any other wastes, materials, or pollutants that pose a hazard to the Airport premises or surrounding property; or to the safety and/or health of persons on or about the Airport and surrounding property and/or cause Lessee's Premises to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (2) asbestos in any form, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing

regulated levels of polychlorinated biphenyls, or radon gas; (3) any chemical, material, or substance defined as or included in the definition of “hazardous substances,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste,” “toxic substance,” or similar words under any applicable local, state, or federal laws, or any regulations promulgated pursuant thereto, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq.; the Federal Water Pollution Control Act (Clean Water Act, or CWA), as amended, 33 U.S.C §§1251 et seq.; the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act (TSCA), as amended, 15 U.S.C. §§ 2601, et seq.; (4) any other chemical, material, or substance exposure that is prohibited, limited, or regulated by any government authority, and that may or could pose a hazard to the health and safety of occupants of the Airport, or to any person entering upon the Airport or adjacent property; and/or (5) any other chemical, material, or substance that may or could pose a hazard to the environment or a person.

8.5 Lessee shall use the Premises and the facilities of the Airport in accordance with published Airport Rules and Regulations. Lessee specifically agrees to comply with all present or future Rules and Regulations of the Airport that are promulgated for the general safety and convenience of the Airport, its various tenants, invitees, licensees, and the general public and which do not materially affect the use and enjoyment of the Premises for the purposes for which they are intended under this Agreement. Said Rules and Regulations may be examined by Lessee at the offices of the Airport’s Aviation Services.

8.6 Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage, and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.

- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash, or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

## **SECTION 9 - TRADE FIXTURES**

Except to the extent provided in repair or substitution of any improvements provided by the Lessor, Lessee shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Lessee at its expense, and (ii) all alterations and/or improvements that Lessee is required to remove at the end of this Agreement pursuant to Section 29. Lessee may remove any of such fixtures, equipment, or furnishings at any time during the Agreement Term and shall remove all thereof prior to the expiration of the Agreement Term. Any such property not removed at the



expiration of the Agreement Term shall, at the election of the Lessor, become the property of the Lessor without payment to Lessee, or be deemed abandoned and removed by the Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse the Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Agreement.

## **SECTION 10 - OWNERSHIP OF IMPROVEMENTS**

It is mutually understood and agreed upon by the Parties that title of all of the buildings, structures, and all other improvements of a permanent character now on said Premises or that may be built upon said Premises by Lessee during the term of this Agreement shall remain the property of the Lessor at the expiration of this Agreement. In the event that a renewal of this Agreement between the Parties cannot be effectuated, Lessee shall have ten (10) days in which to remove all of said Lessee's property that is not of a permanent character.

## **SECTION 11 - BRANDING**

- 11.1 Lessee shall operate at the Airport under the brand(s) or trade name(s) of Alamo Rent A Car and National Car Rental. During the term of this Agreement, Lessee shall operate and maintain all signage under this name. No additional brand can be added to this Agreement during the term hereof.
- 11.2 If Lessee uses any particular brand or trade name under a license or franchise agreement, Lessee represents and warrants that it has been granted the right to use such brand or trade name for the entire term of this Agreement. At the Commission's request, Lessee agrees to provide a copy of such franchise or license agreement as evidence that the same is in full force and effect. Lessee shall immediately notify the Commission if such agreement is terminated.

## **SECTION 12 - GRANT OF CONCESSION**

- 12.1 In consideration of the terms and conditions stated herein, the Lessor grants to Lessee the right to operate a Rental Car Concession at the Airport on a nonexclusive basis for the purpose of

arranging rental car and related service for Airport Customers. The concession rights and privileges granted and awarded to Lessee are expressly made subject to the terms of this Agreement. Lessee acknowledges and understands that the Lessor intends to grant Rental Car Concessions to other qualified companies on substantially the same terms and conditions contained herein. The award of concession rights and privileges to other rental car operators shall not constitute a violation of this Agreement.

In the event that any contract granted by the Lessor to any other rental car lessee shall contain any terms and conditions more favorable to such lessee than the terms and conditions herein described (other than the number of allocated parking spaces, use of on Airport service facilities and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other lessee. The intent of this provision is to ensure that no other lessee shall enjoy any rights or privileges more favorable to such lessee than those enjoyed by the Lessee herein.

- 12.2 Lessee shall use the Premises for the conduct of its automobile rental operation, which includes, in the areas designated in this Agreement, the rental of automobiles, sport utility vehicles, vans, pick-up trucks, and similar vehicles to patrons, airline passengers, and others. The Premises shall be used for no other purpose, including selling vehicles or activities that support the sale of vehicles such as inspections or test drives.
- 12.3 Lessee shall operate on the Airport in compliance with the Airport's operational procedures, Rules and Regulations, and all applicable federal, state, and local laws.

## **SECTION 13 - CONCESSION REQUIREMENTS**

The granting of the authority to the Lessee to operate at the Airport set forth in this Agreement will be based upon the following terms and conditions:

- 13.1 Lessee shall provide the highest degree and standards of quality services to the passengers and Airport Customers.
- 13.2 Lessee shall furnish prompt, efficient, first class service that is adequate to meet all reasonable demands for services.

## **SECTION 14 - EMPLOYEES OF LESSEE**

- 14.1 Lessee shall require all of its employees, contractors, subcontractors, and/or independent contractors hired by Lessee working in view of the public, and about the Airport, to wear clean and neat attire and to display appropriate identification.
- 14.2 Lessee employees shall obtain identification badges from the Airport. Lessee will be responsible for paying the cost of the TSA-required employee background checks and badging, if applicable.
- 14.3 Lessee shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, vehicle handling, and office and administrative duties necessary for the efficient and effective operation of the Rental Car Concession. Lessee's employees shall be properly trained and provide good customer service to customers. Employees shall conduct themselves in a professional and courteous manner at all times. All employees shall maintain a clean, neat, and well-groomed appearance and shall wear a uniform or appropriate attire as established by Lessee.
- 14.4 Lessee's employees are not allowed to solicit business or to use pressure sales tactics.
- 14.5 Lessee agrees that at least one uniformed attendant shall be on duty at all times during the hours of operation of its counter. Attendant is to be a employee of Lessee and shall wear a name tag and Airport identification badge while performing his/her duties. Employees shall, at all times, conduct themselves in an acceptable manner. There shall not be loud, boisterous, or use improper language on the Airport.

## **SECTION 15 - HOURS OF OPERATION**

Minimum hours of counter service operations are from 8:00 a.m. or one-half hour prior to the first scheduled commercial passenger flight arrival continuously until one-half hour after the actual arrival time of the last commercial passenger flight unless other operating hours are approved by the Airport Director. Lessee shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at the Airport, as they are made known to Lessee, in order to allow for rentals through those new airline flight arrival and departure times.

## **SECTION 16 - OPERATING STANDARDS**

- 16.1 Lessee's Rental car operations shall be conducted in a safe, clean, and orderly condition at all times. No trash or debris shall be permitted to accumulate or be stored on any portion of the Premises.
- 16.2 Payment: Lessee shall accept credit cards, debit cards, and cash as acceptable forms of payment for rental transactions.
- 16.3 Rental Vehicles: Lessee agrees to have available, at all times, well-maintained, late-model automobiles. In no instance shall the automobiles be more than three (3) years old.
- 16.3.1 Lessee shall maintain its vehicles in good and safe operating condition, free from known mechanical defects. Vehicles shall be maintained in a clean and attractive condition both inside and outside. The Commission shall have the right to prohibit the Lessee from offering for rent any vehicle which fails to meet the mechanical or appearance standards set forth herein.
- 16.3.2 Lessee shall have a sufficient number of vehicles to meet the reasonably foreseeable demands of the traveling public.
- 16.3.3 Lessee shall operate all of its vehicles in a safe manner and in accordance with all Airport, Lessor, state and federal regulations. All vehicles shall be properly licensed and insured.
- 16.3.4 Lessee shall obtain and maintain all such licenses and permits necessary to operate its car rental business.

## **SECTION 17 - PRIVILEGE FEE, RENTS AND FEES**

For the privileges herein provided and as rent for the Leased Premises, Lessee shall pay the following monthly fees:

- 17.1 Privilege Fee. As consideration for the privilege of operating the concession hereunder, Lessee shall pay to Lessor each Contract Year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of the guaranteed Minimum Annual Privilege Fee applicable to Gross Revenues, hereinafter defined, as follows:
- 17.1.1 Privilege Fee- the greater of either:
- a. ten percent (10%) of the Lessee's annual Gross Revenues ("Percentage Privilege Fee");
- OR

b. the respective yearly amount shown below as the Lessee's Minimum Annual Guaranteed fee ("MAG")

March 1, 2025 – February 28, 2026	\$ 346,097.00
March 1, 2026 – February 28, 2027	\$ 353,019.00
March 1, 2027 – February 29, 2028	\$ 360,079.00
March 1, 2028 – February 28, 2029	\$ 367,281.00
March 1, 2029 – February 28, 2030	\$ 374,626.00

17.1.2 Monthly payment shall be the greater of 1/12<sup>th</sup> of the respective year's MAG or ten percent (10%) of reported Gross Revenues for the previous month remitted by the fifteenth (15<sup>th</sup>) of the following month.

17.1.3 In any Contract Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Contract Year, the Lessee's MAG for such Contract Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Lessor reasonably determines during any Contract Year that a MAG reduction is likely, the Lessee will only be required to remit the ten percent (10%) of reported Gross Revenues for any period of time the Lessor deems appropriate in its sole discretion.

17.2 Rent. Lessee shall pay to Lessor, in advance, on the 1<sup>st</sup> day of each month the following rent:

17.2.1 For the period commencing March 1, 2025 through February 28, 2026, Lessee shall pay the sum of \$41.71 per square foot for two hundred forty (240) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing at the start of each Contract Year, the rent shall be adjusted to the per square foot rate paid by the airlines serving the Airport.

17.2.2 Lessee shall pay the following per month for Ready Return Block "A".

For the period	Monthly Rent
March 1, 2025 – February 28, 2026	\$7,665.00
March 1, 2026 – February 28, 2027	\$8,623.00
March 1, 2027 – February 29, 2028	\$9,581.00
March 1, 2028 – February 28, 2029	\$10,539.00
March 1, 2029 – February 28, 2030	\$11,498.00

**17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee** – Lessee shall pay the sum of \$5,363 per month on the first day of the month, for its proportionate share (based on the most recent or estimated transaction information available) of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2025, to February 28, 2026. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on March 1, 2025.

At the end of each Contract Year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee's actual transactions information for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean, and sanitary condition as it determines, in its sole discretion. The first twelve-months operating and maintenance budget is set forth in Exhibit "D."

- 17.3 Fuel Use Charges. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.
- 17.4 CFCs. The Lessee shall collect the CFCs on behalf of the Airport and remit to the Airport, the full amount of the CFCs collected from each Rental Car customer.
- 17.5 Any and all payments due to the Lessor shall be made at the Office of the Airport Executive Director as set forth below or such other place as may hereafter be designated by the Lessor.

Airport Executive Director

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906  
Or

By Direct Deposit to:  
Airport Revenue Fund  
Routing Number (ACH deposit): 061101375  
Routing Number (Wire deposit): 062005690  
Account Number: 0195572031

- 17.6 In the event the amount of payments made during the preceding Contract Year exceeds the total of any payments due for such Contract Year, the excess payment shall be credited against payments for the next Contract Year, except that any excess payment during the final Contract Year of this agreement will be returned to the Lessee within thirty (30) days after the Lessor's acceptance of the final certified statement described in Section 23.4.

## SECTION 18 - BONDS OR OTHER SECURITY

- 18.1 **Security.** Lessee shall, upon execution of this Agreement, obtain and deliver to the Lessor a good and sufficient corporate surety company bond, irrevocable standby letter of credit, or other security acceptable to the Airport (the "Security") to secure Lessee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to or required to be remitted to the Lessor under this Agreement or in an amount equal to three month's current Contract Year Minimum Annual Guarantee and rent. The form, provisions, and nature of the Security and the identity of the surety or other obligor thereunder, shall at all times be subject to the Lessor's approval. The Security shall remain in place at all times throughout any holdover period. No interest shall be paid on the Security and the Lessor shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security. Security shall not be unreasonably withheld, conditioned or delayed.
- 18.2 **Application of Security.** The Lessor may apply all or part of the Security to unpaid rent or any other unpaid sum due under this Agreement to cure other defaults of Lessee. If the Lessor uses any part of the Security, Lessee shall restore the Security to its then-currently required amount within thirty (30) days after the receipt of the Lessor's written request to do so. The retention

or application of such Security by the Lessor pursuant to this Section does not constitute a limitation on or waiver of the Lessor's right to seek further remedy under law or equity.

## **SECTION 19 - INTEREST ON LATE PAYMENTS**

There shall be added to all unpaid sums due to Lessor an interest charge of one and one-half percent (1.5%) per month on the principal sum, computed at simple interest. At no time will the interest actually charged exceed the highest applicable interest rate permitted under Georgia law. Payments not received when due shall accrue interest from the due date until paid in full.

## **SECTION 20 - TAXES**

Lessee shall promptly pay when due all personal property taxes which may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any and all franchise fees or other taxes or assessments which may be imposed or assessed against Lessee.

## **SECTION 21 - PAYMENT OF UTILITY CHARGES**

Lessee shall promptly pay for all utilities and utility services used by Lessee at or in Lessee's Premises. The amount of Lessee's payment may be determined by the Lessor by means of sub-metering, prorating utility costs, or other methods of determining Lessee's utility consumption.

## **SECTION 22 - ACCOUNTING PROCEDURES; AUDIT**

22.1 **Accounting Procedures.** Lessee 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 of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Commission for the determination of any revenue computations, which may be necessary or essential in carrying out the terms of this Agreement. Lessee shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement year (or until the close of any ongoing audit thereof being conducted



by, or on behalf of the Lessor); provided, however, that the Lessor may (prior to the expiration of the relevant retention period) request that any such records be retained for a longer period of time, in which case Lessee, at its option, may deliver such records into the custody of the Lessor.

- 22.2 **Audit.** Representative(s) designated by the Airport Executive Director shall be allowed to inspect and audit Lessee's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The Lessor's representative shall specifically be entitled to inspect and audit any records necessary, in the auditor's professional discretion, to complete the audit consistent in a manner consistent with generally accepted auditing standards; provided, however, nothing herein shall authorize the Lessor to make any investigation into the expenses or expense structure of Lessee except to the extent specifically necessary for the verification of any exclusion from Gross Revenues. The costs of such audit shall be borne by the Lessor unless the results of such audit reveal a discrepancy of more than three percent (3%). In the event of such discrepancy, the full cost of the audit shall be borne by the Lessee, and Lessee shall promptly pay all additional fees owing to the Lessor together with interest on such sums from the date originally due until the date paid at the rate described in Section 19.
- 22.3 In the event that Lessee's books or accounts are not maintained in Augusta, Georgia, they shall be made available for audit locally within twenty (20) business days of a request by the Lessor, or Lessee shall pay, in full, any travel and related expenses of Lessor representative(s) to travel to the location outside Augusta, Georgia.
- 22.4 In those situations where Lessee's records have been generated from electronic data, Lessee agrees to provide the Lessor representative with extracts of data files in a format acceptable to Lessor.

## SECTION 23 - RECORDS TO BE MAINTAINED BY LESSEE

- 23.1 Lessee shall maintain a complete and accurate set of books and records on the business conducted on its Leased Premises and same shall be open to inspection by the Commission or its representative at any reasonable time so as to ascertain the true amount of Lessee's Gross Revenue and CFC collections from its operation on the Airport.
- 23.2 Upon request of the Commission, Lessee shall furnish to the Commission, within ten (10) days of such request, a statement indicating its total number of locally based vehicles available for

rental at said Airport. The term “local” shall mean the counties of Richmond and Columbia County, Georgia, and Aiken County, South Carolina.

- 23.3 Lessee shall furnish the Commission, not later than the fifteenth (15<sup>th</sup>) day of the succeeding month, a statement indicating its gross sales from the previous month. Lessee shall provide a statement verifying monthly Gross Revenues and CFC collections, as previously reported by Lessee to the Commission. Dual branded bidders will be required to report Gross Revenues to the Airport for each brand separately.
- 23.4 Lessee shall furnish each year during the term of this Agreement, a written statement, certified by an independent Certified Public Accountant, to the Commission stating that in his or her opinion the percentage fees and CFC collections paid by Lessee to Lessor during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Lessee, to be received by the Lessor within ninety (90) days of the end of each Contract Year. Such statement shall also contain a list of the Gross Revenue receipts, by month, as shown on the books and records of Lessee and which were used to compute the percentage fee payments made to Lessor during the period covered by said statement.

## **SECTION 24 - VENDING MACHINES**

Lessee shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Lessee’s Permitted Use Premises in areas accessible to the public except with the prior written approval of the Airport Executive Director. This Section 24 shall not prohibit Lessee from the installation of self-service or rental customer check-in machines, but the location and manner of such installation shall be subject to the prior written approval of the Airport Executive Director.

## **SECTION 25 - COMPLIANCE WITH LAW**

Lessee agrees that its operation at the Airport shall be conducted in conformity with all local, State, and federal laws and all published Airport regulations and procedures. It is further agreed that the Airport Executive Director, acting on behalf of the Lessor, shall be, at all times, in full and complete charge of the Airport in its entirety and his directions as to policy and procedures shall be final and conclusive as regarding Lessee. Lessee understands that all operations, uses and occupancy of the

Premises must be in strict compliance with all TSA, FAA, Airport Rules and Regulations, grant requirements, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Lessor's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Agreement which may be in conflict therewith.

## **SECTION 26 - DEFAULT AND TERMINATION**

26.1 At any time that Lessee is not in default in its payments or other obligations to Lessor hereunder, Lessee may terminate this Agreement and terminate all of its future obligations hereunder by giving Lessor sixty (60) days advance written notice after the default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of the Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. Rents, fees, and charges due hereunder shall be payable only to the date of said termination by Lessee.

26.1.1 If the Terminal Building becomes untenable in whole, or in substantial part, and the Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.

26.1.2 If the Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.

26.1.3 If the Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.

26.1.4 If the Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.

26.2 Lessor may terminate this Agreement for any Event of Default as set forth below.

- 26.3 The following shall be "Events of Default" under this Agreement constituting a material breach of the Agreement and the terms "Events of Default" and "default" shall mean any one of the following events:
- 26.3.1 If the Leased Premises are vacated or abandoned by the Lessee for a period of thirty (30) days or more.
- 26.3.2 If Lessee uses the Leased Premises for unlawful or unauthorized purposes and/or fails to comply with or observe any statute, law, ordinance, rule, regulation, standard, or requirement of the Lessor, any federal, state, or local governmental entity with respect to Lessee's occupancy and/or use of the Premises.
- 26.3.3 If Lessee fails to obtain, pay for, and maintain in full force and effect at all times during the Term of this Agreement, without any lapse in coverage, such insurance as is required of Lessee herein.
- 26.3.4 If Lessee fails to make any payment rents or any other required payment and when due hereunder, where such failure shall continue for a period of three (3) days following service of notice thereof upon Lessee by Lessor or such other time frames as provided in written notice.
- 26.3.5 If Lessee uses or permits the use of its Leased Premises at any time for any purpose which at that time is not authorized by this Agreement. Upon the occurrence of any material default and breach of this Agreement by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Agreement by service of a ten (10) days advance written notice to such effect upon Lessee and this Agreement shall terminate at 11:59:59 p.m. on the termination date specified within such notice.
- 26.3.6 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in this Agreement.
- 26.3.7 The failure by Lessee to observe or perform any covenant, condition, or agreement to be observed or performed by Lessee in the Agreement between the Lessee and the Airport Executive Director.
- 26.3.8 The filing by Lessee of a petition in bankruptcy, the Lessee being adjudged bankrupt or insolvent by any court, a receiver of the property of Lessee being appointed in any proceeding brought by or against Lessee, Lessee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee not dismissed within sixty (60) days.

## SECTION 27 - REMEDIES

- 27.1 In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Lessor at law or in equity, whenever any default (other than a default under Section 26, above, upon which termination of this Agreement shall, at the Lessor's option, be immediately effective without further notice) continues to be un-remedied in whole or in part for thirty (30) days after the Notice of Default is provided by the Lessor to Lessee (or for fifteen (15) days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment under Section 17 or when due), this Agreement and all of Lessee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Lessor may re-enter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Lessor will be entitled to recover from Lessee all unpaid rent, concession fees, unremitted Customer Facility Charges, and other sums or charges otherwise payable by Lessee, or any other payments or compensation for damages incurred because of Lessee's default including, but not limited to, the reasonable and necessary costs of re-letting, including any tenant improvements reasonably required, any leasing commissions reasonably required, attorney's fees, and costs reasonably required ("Termination Damages") together with interest on all Termination Damages at the rate described in Section 19, from the date such Termination Damages are incurred by the Lessor until paid.
- 27.2 In addition to Termination Damages, and notwithstanding termination and reentry, Lessee's liability for all Privilege Fees, other sum or charge otherwise payable by Lessee, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement Term ("Future Charges") will not be extinguished and Lessee agrees that the Lessor will be entitled, upon termination for default, in addition to the unpaid minimum annual guarantee for the full five(5) years, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Lessor's election, either:
- 27.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Lessor received during the remainder of the Agreement Term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Lessor's option either:
- a. In an accelerated lump-sum payment discounted to present worth, or

- b. In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement Term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Lessor's right to collect any portion of Rental Deficiency by a similar proceeding; or
- c. An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Agreement Term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Lessor in one lump sum, on demand, and will bear interest at the rate described in Section 19 until paid. For purposes of this subsection, "Present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Augusta, Georgia. /

- 27.3 If this Agreement is terminated for default as provided in this Agreement, the Lessor shall use reasonable efforts to re-let the Premises in whole or in part, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the Agreement Term), for such use or uses and, otherwise on such terms and conditions as the Lessor will not be liable for, nor will Lessee's obligations under this Agreement be diminished by reason for any failure by the Lessor to re-let the Premises or any failures by the Lessor to collect any rent due upon such re-letting.
- 27.4 If upon any re-entry permitted under this Agreement, there remains any personal property upon the Premises, the Lessor, in its sole discretion, may remove and store the personal property for the account and at the expense of Lessee. In the event the Lessor chooses to remove and store such property, it shall take reasonable steps to notify Lessee of the Lessor's action. All risks associated with removal and storage shall be on Lessee. Lessee shall reimburse the Lessor for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. Should Lessee not retrieve said personal property within thirty (30) days, Lessor shall become the owner of said property.
- 27.5 Following termination of this Agreement by Lessor pursuant to the provisions of this Section, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may: (1) Re-enter the Leased Premises upon voluntary surrender thereof by Lessee; (2) Remove Lessee and/or any other persons and/or

entities occupying the Leased Premises there from, and remove all personal property there from; and (3) Repossess the Leased Premises or re-let the Leased Premises or any part thereof.

**27.6 Operations Violations.** Lessee'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 Airport, and reduce the amount of rent to be paid to Lessor. Additionally, Lessor resources will be expended in dealing with violations of this Agreement by Lessee. The parties hereby agree that total damages sustained by to Lessor for violations of the provisions of this Agreement addressing this subject matter 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 Lessor. Lessee, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Lessee agrees to pay immediately upon demand by to Lessor the following amounts as liquidated damages upon the occurrence of breaches, in any calendar year, related to operation violations:

- \$100 per occurrence - first occurrence
- \$200 per occurrence - second occurrence
- \$300 per occurrence - third occurrence
- \$1,000 per occurrence thereafter

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after Lessor has given Lessee written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Lessor has given Lessee notice of the same violation more than twice, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. If the violation relates to vehicles or vehicle parking, an occurrence will be based on each vehicle.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open - third occurrence
- \$1,000 per occurrence thereafter

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the Lessor. Lessor's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Lessor from doing so for subsequent violations. After two (2) violations of the same type in the same year, Lessor 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.

## **SECTION 28 - NON-WAIVER OF RIGHTS**

Should Lessee breach any of its obligations hereunder, the Lessor may thereafter accept from Lessee any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the Lessor's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the Lessor of any default, breach, or omission by Lessee under this Agreement, shall not be construed as a waiver of any subsequent or different default, breach, or omission.

## **SECTION 29 - SURRENDER AND HOLDING OVER**

**29.1 Surrender.** Upon expiration or early termination of this Agreement, Lessee shall promptly quit and surrender the Premises in good condition and repair; normal wear and tear excepted, and deliver to the Lessor all keys, access control devices and badges that it may have to any part of the Premises or Airport. Unless otherwise specifically agreed to by the Lessor in writing, Lessee shall diligently complete such removal at or before the termination (including by expiration) of this Agreement. Lessee shall, at its sole cost and expense, further remove the following from the Premises:

29.1.1 All of Lessee's equipment and trade fixtures;

29.1.2 All of Lessee's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and back wall displays;

29.1.3 All control booths, kiosks and security devices for the benefit of Lessee, whether installed by Lessee, other Lessees or the predecessor-in-interest of either.



29.1.4 Lessee's computer and other electrical equipment;

29.1.5 Lessee's telephone/data communication lines and associated equipment; and

29.1.6 Any improvements, whether installed at the commencement of the Agreement Term or subsequently for which the Lessor's consent was conditioned on Lessee's removal of such improvements at the expiration or earlier termination of this Agreement.

29.2 **Holding Over.** If the premises are not surrendered as provided in this Section, Lessee shall indemnify and hold the Lessor harmless against loss or liability resulting from the delay by Lessee in so surrendering the Premises, including, without limitations, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Lessor after expiration or early termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in the Agreement, except that the rent and minimum annual guarantee privilege fee shall each be one hundred twenty five percent (125%) of that which it was immediately prior to expiration or early termination of this Agreement.

## SECTION 30 - ASSIGNMENT

- 30.1 Lessee may not, without the prior written consent of the Lessor endorsed hereon, assign this Agreement or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee. Consent to one such assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of the Lessor.
- 30.2 Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee hereunto, without relieving Lessee's liability.
- 30.3 It is expressly understood that Lessee shall not sell or otherwise change ownership of its concession business or permit representation by any person or persons other than Lessee without the prior written approval of the Lessor.

## **SECTION 31 - DAMAGE OR DESTRUCTION OF DEMISED PREMISES**

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

- 31.1. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred, the Airport Executive Director shall so notify Rental Car Concessionaires, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.
- 31.2. If such repairs and rebuilding cannot, in the reasonable judgment of the Commission, be completed within said 270 days, the Commission, at its option, to be evidenced by notice in writing to Rental Car Concessionaires, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore shall be abated from and after the date of occurrence of the damage.
- 31.3. The Commission shall use its best efforts to provide Rental Car Concessionaires with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Airport Executive Director shall advise Rental Car Concessionaires, as soon as practicable, of the Commission's intention regarding any necessary repairs or restorations.
- 31.4. In the event, however, that the cause of the damage is the fault, negligence, or wrongful act or omission of Rental Car Concessionaires or its employees or agents, then the expense of all such repairs shall be borne by Rental Car Concessionaire and there shall be no abatement of rent or other charges payable hereunder.

## **SECTION 32 - INSURANCE**

- 32.1 Lessee agrees to carry and maintain in force at all times during the Term of this Agreement, at Lessee's sole expense, the insurance described in herein below.
- 32.2 Lessee acknowledges that the Lessor has and reserves, the right to amend the insurance requirements imposed by this Agreement at any time, provided that any such amendment is not unreasonable.

- 32.3 Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the term of this Agreement and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Lessor, as determined in the sole but reasonable discretion of the Airport Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport Executive Director, with the concurrence of the Augusta, Georgia Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Agreement.
- 32.4 Within thirty (30) days of the publication by the Airport of any such modifications to the foregoing insurance requirements, Lessee shall deliver to the Airport insurance certificates certifying compliance with such modified coverage(s).
- 32.5 Deleted.
- 32.6 All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- 32.7 Deleted.
- 32.8 Lessee acknowledges that the Lessor is not responsible for the costs of its insurance premiums.
- 32.9 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Airport no less than thirty (30) days prior to cancellation or change.
- 32.10 **Proof of Insurance.** Lessee shall provide the Airport with an annual Certificate of Insurance on all required insurance prior to Lessee's exercise of any privileges provided by this Agreement and annually upon the effective date thereafter within thirty (30) days of execution of this Agreement. Lessee shall furnish additional Certificates of Insurance, from time to time, upon specific request of the Airport.
- 32.11 The Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees shall be included as "Additional Insureds" on all required liability coverage and also shown on the certificate as such.
- 32.12 **General Liability Insurance.** General liability insurance with a combined single limit of not less than five Million Dollars (\$5,000,000) covering Lessee's operations on Airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and

employees. The Commission, Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

**32.13 Workers' Compensation Insurance.** Lessee shall provide Workers' Compensation insurance with employer's liability coverage of at least one Million Dollars (\$1,000,000) each accident, one Million Dollars (\$1,000,000) each employee and a one Million Dollars (\$1,000,000) disease policy limit. Such policy (ies) shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Commission, Augusta, Georgia and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.

**32.14 Automobile Liability Insurance.** Lessee shall provide Automobile Liability with a combined single limit of not less than five Million Dollars (\$5,000,000) coverage to include hired and non-owned liability. The foregoing insurance shall be endorsed to state that it will be primary to Airport's insurance and that the carrier waives its right of subrogation against the Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their employees, officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

**32.15 Deleted**

**32.16 Property Insurance.** To insure Lessee against loss or damage to the existing structure and any improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%) of replacement value. Upon request by the Commission, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to the Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Said property need not be maintained by Lessee, if Lessee is renting or leasing improvement and Lessee's Lessee maintains the required insurance. The foregoing insurance shall be endorsed to provide that the carrier waives its right of subrogation against Augusta, Georgia, the Aviation Commission, the Airport, and their officers, agents, elected and appointed

officials, representatives, volunteers, and employees. Augusta, Georgia and the Commission shall be named as loss payees on any Property coverage. Said policy shall contain a Severability of Interest clause.

**32.17 Environmental / Pollution Liability Insurance.** Environmental/Pollution Liability Insurance with limits of liability in the amount of not less than one Million Dollars (\$1,000,000), including coverage for fuel storage containers, fuel trucks, pollution from automobiles, third party pollution liability, remediation coverage, and onsite and offsite cleanup. The foregoing insurance shall be endorsed to provide that it will be primary non-contributory to Lessor's insurance and that the Lessee waives its right of subrogation against the Commission, Augusta, Georgia, the Airport, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be included as additional insureds where their interest may appear for liabilities arising in whole or in part by conduct of the Lessee on said policy.

**32.18** A Certificate of Insurance must be sent to:

Augusta Regional Airport  
Operations Manager  
1501 Aviation Way  
Augusta, GA 30906  
(706) 798-1551 (Fax)

**32.19 Loss Control and Safety.** Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the premises and the manner in which such activities shall be undertaken and to that end, Lessee shall not be deemed to be an agent of the Aviation Commission or Lessor. Precaution shall be exercised at all times by Lessee for the protection of all persons, including employees and property. Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measure should reasonably be expected.

## **SECTION 33 - INDEMNIFICATION AND HOLD HARMLESS**

**33.1** Lessee agrees to indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, and expenses of litigation incurred by Lessor in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring

in, on or about Airport property caused by any negligent act or omission of Lessee or which arise out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Lessee's operations under this Agreement.

- 33.2 Lessee shall keep, defend, and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations or activities on the Airport, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the Airport or its agents, employees, directors, or officers.
- 33.3 In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement the more stringent requirements shall govern.

## **SECTION 34 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE**

It is understood that, during time of war or national emergency, the Lessor shall have the right to lease any and all of the herein described Leased Premises to the United States Government for military use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease of the Government shall be suspended.

## **SECTION 35 - SECURITY**

Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessor or the Aviation Commission by the FAA, TSA, or U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA, to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 regarding Lessee's Agreement. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Lessor, then Lessee shall be

responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages, including attorney's fees and other costs to defend the Lessor against such claims.

## **SECTION 36 - NON-DISCRIMINATION**

**36.1 General Civil Rights Provisions.** In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration.

**36.2 Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Lessee") agrees as follows:

**36.2.1. Compliance with Regulations:** The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

**36.2.2. Non-discrimination:** The Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**36.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Lessee 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 Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

36.2.4. Information and Reports: The Lessee 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

36.2.5. Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

36.2.5.1 Withholding payments to the Lessee under the Agreement until the Lessee complies; and/or

36.2.5.2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

36.2.6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

36.3 **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar



instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.3.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

36.3.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

36.3.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

36.3.3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.4 **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

36.4.1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

36.4.1.1. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

36.4.1.2. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

36.4.1.3. that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

36.4.2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Lessor will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

36.4.3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the Lessor and its assigns.

36.5 **List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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, sub-recipients, and Concessionaires, 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 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 U.S.C.

## **SECTION 37 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES**

**37.1 Certification Required.** The Lessor does not operate a DBE, MBE, or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of

Augusta's DBE Program. Instead, the Lessor operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, the Lessor enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws. It is the policy of the Lessor to support participation in the Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, in concession activities at the Airport. This Agreement is subject to the provisions of 49 CFR Part 23 as applicable.

37.2 **Program.** The Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code); and has executed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

37.2.1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;

37.2.2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;

37.2.3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;

37.2.4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport(s);

37.2.5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at the Airport; and

37.2.6. To provide appropriate flexibility to our Airport in establishing and providing opportunities for ACDBEs.

37.3 **Contact.** The Lessor, on behalf of the Airport, has appointed Risa Bingham, Augusta Regional Airport, 1501 Aviation Way, Augusta Georgia 30906 Telephone: (706) 798-3236; E-mail: rbingham@augustaga.gov as the Airport Lessees DBE Liaison Officer (ACDBELO). In that capacity, Ms. Bingham is responsible for implementing all aspects of the DBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the Airport in its financial assistance agreements with the Department of Transportation.

- 37.4 **Opportunities for Participation.** It is the policy of the Lessor to ensure that ACDBE, as defined in 49 CFR Part 23 and other small businesses have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. The Lessor encourages the Lessee to make every reasonable effort to maximize contracting opportunities for ACDBE and other small businesses in any construction or architectural changes to the premises and in the procurement of goods and services necessary for the operation of the Rental Car Concession at this Airport.
- 37.5 **Reports:** Lessee shall submit ACDBE participation reports to the Lessor as required for the purpose of demonstrating compliance with 49 CFR Part 23. An ACDBE concession specific goal of two and six one-hundredth percent (2.06%) of total gross receipts for concessions has been established for this Agreement and is subject to change. Each Lessee shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this Agreement. The Lessee will be required to submit the following information:
- 37.5.1 Names and addresses of ACDBE firms and suppliers that will participate in the concession;
  - 37.5.2 A description of the work that each ACDBE will perform;
  - 37.5.3 The dollar amount of the participation of each ACDBE firm participating;
  - 37.5.4 Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
  - 37.5.5 Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime Lessee's commitment;
  - 37.5.6 If the concession goal is not met, evidence of good faith efforts.
- 37.6 **Non-Discrimination in Contracts.** The Lessor encourages Lessee to create and maintain a diverse workforce, contractor and supplier base. The Lessee shall not create barriers to open and fair opportunities for minority business enterprises (MBE), women's business enterprises (WBE), small business enterprises (SBE) and disadvantaged business enterprises (DBE) to participate in all rental car contracts with the Lessor and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, disability, nationality, marital status, sexual orientation, or disability. These requirements apply to all concessions firms and suppliers, including those who qualify as an Airport Concessions Disadvantaged Business Enterprise (ACDBE).

## SECTION 38 - DAMAGE TO AIRPORT

Lessee shall be liable for any damage to the Airport caused by Lessee, officers, agents, employees, contractors, subcontractors, or any one acting under its authority, direction, or control, ordinary wear and tear excepted. All repairs for which Lessee is liable shall be made by Lessor at Lessee's expense.

## SECTION 39 - NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail.

All notices to the Lessor shall be mailed to:

Augusta Aviation Commission  
Attn: Airport Executive Director  
1501 Aviation Way  
Augusta, GA 30906

With a copy to:

Augusta Law Department  
535 Telfair Street  
Building 3000  
Augusta, GA 30901

All notices to Lessee shall be mailed to:

Enterprise Leasing Company – Southeast, LLC  
101 Business Park Blvd, Suite 1100  
Columbia, SC 29203

*With a copy to:* Enterprise Holdings  
Attn: Airport Properties & Relations  
600 Corporate Park Drive  
St. Louis, MO 63105

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

## SECTION 40 - LIENS

Lessee shall cause to be removed promptly any and all liens of any nature arising out of or because of any improvements made or construction performed by Lessee or any of its contractors or subcontractors upon the Airport or arising out of or because of the performance of any work or labor

by or for it or them at said Premises, reserving the right to contest in court the validity of any such liens.

Lessee shall have the right to post an appropriate bond to cover its obligations pursuant to this Section. If any person or corporation attempts to assert a Mechanic's Lien against the Airport for improvements made by Lessee, Lessee shall hold the Lessor harmless from such claim, including the cost of defense.

## SECTION 41 - RULES AND REGULATIONS

- 41.1 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has direct control to comply with such Rules and Regulations governing the use of Airport facilities and the access to said facilities pursuant to this Agreement and Lessor's ordinances that may govern said use and access of the Airport facilities, as may be amended from time to time by the Commission.
- 41.2 Lessee shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.
- 41.3 Lessee shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Lessor or the Commission, including, but not limited to, security, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Commission.
- 41.4 Lessee's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- 41.5 Lessee shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- 41.6 **Stormwater Pollution Prevention.** The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP)

and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

41.6.1. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

- 41.6.1.1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
- 41.6.1.2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
- 41.6.1.3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

41.6.2 Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

41.6.3 Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

41.6.4 Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

## **SECTION 42 - SURVIVAL**

Lessee's obligations under this Article shall survive the expiration or early termination of this Agreement. No modification, termination, or surrender to the Lessor of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Lessee, shall be valid or effective unless agreed to and accepted in writing by the Lessor, and no act by any representative or agent of the Lessor, other than such written agreement and acceptance, shall constitute an acceptance thereof.



## **SECTION 43 - ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and no representation, inducements, promises, or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the terms hereof.

## **SECTION 44 - GOVERNING LAW**

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Georgia.

## **SECTION 45 - VENUE**

All claims, disputes, and other matters in question between the Lessor and Lessee arising out of or relating to this Agreement, or the breach hereof, shall be decided in the Superior Court of Richmond County, Georgia. Lessee, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest jurisdiction and venue in the Superior Court of Richmond County, Georgia or the United States District Court for the Southern District of Georgia, Augusta Division.

## **SECTION 46 - ATTORNEY'S FEES**

If the Lessor is reasonably required to obtain counsel to enforce any of its rights under this Agreement or to collect its fees and charges, the Commission shall be entitled to recover from Lessee reasonable attorney's fees incurred by it in connection with such proceedings.

## **SECTION 47 - MISCELLANEOUS PROVISIONS**

- 47.1 No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
- 47.2 Captions herein are for convenience or reference only and in no way define, limit or expand the scope or intent of this Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.

- 47.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- 47.4 Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity.
- 47.5 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- 47.6 Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified good faith immunity.
- 47.7. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 47.8 Open Records. The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 47.9 The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business and that the Lessee has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- 47.10 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

- 47.11 Lessee acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessee provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessee. Lessee assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.
- 47.12 All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of

such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

47.13 Local Small Business Language. In accordance with Chapter 10B of the Augusta, GA. Code, Lessees agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with Augusta, Georgia Code, Lessees shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective March 1, 2025.

Augusta, Georgia

Augusta Aviation Commission:

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

Garnett Johnson, Mayor

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

, Chairman

Attest:

\_\_\_\_\_

Lena Bonner, City Clerk

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

Enterprise Leasing Company – Southeast, LLC

By: David Solano

Title: VP/GM

Approved as to content:

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

Herbert Judon Jr., Airport Executive Director

Approved as to form:

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

Jim Plunkett, General Counsel

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

EXHIBIT A - COUNTER SPACE

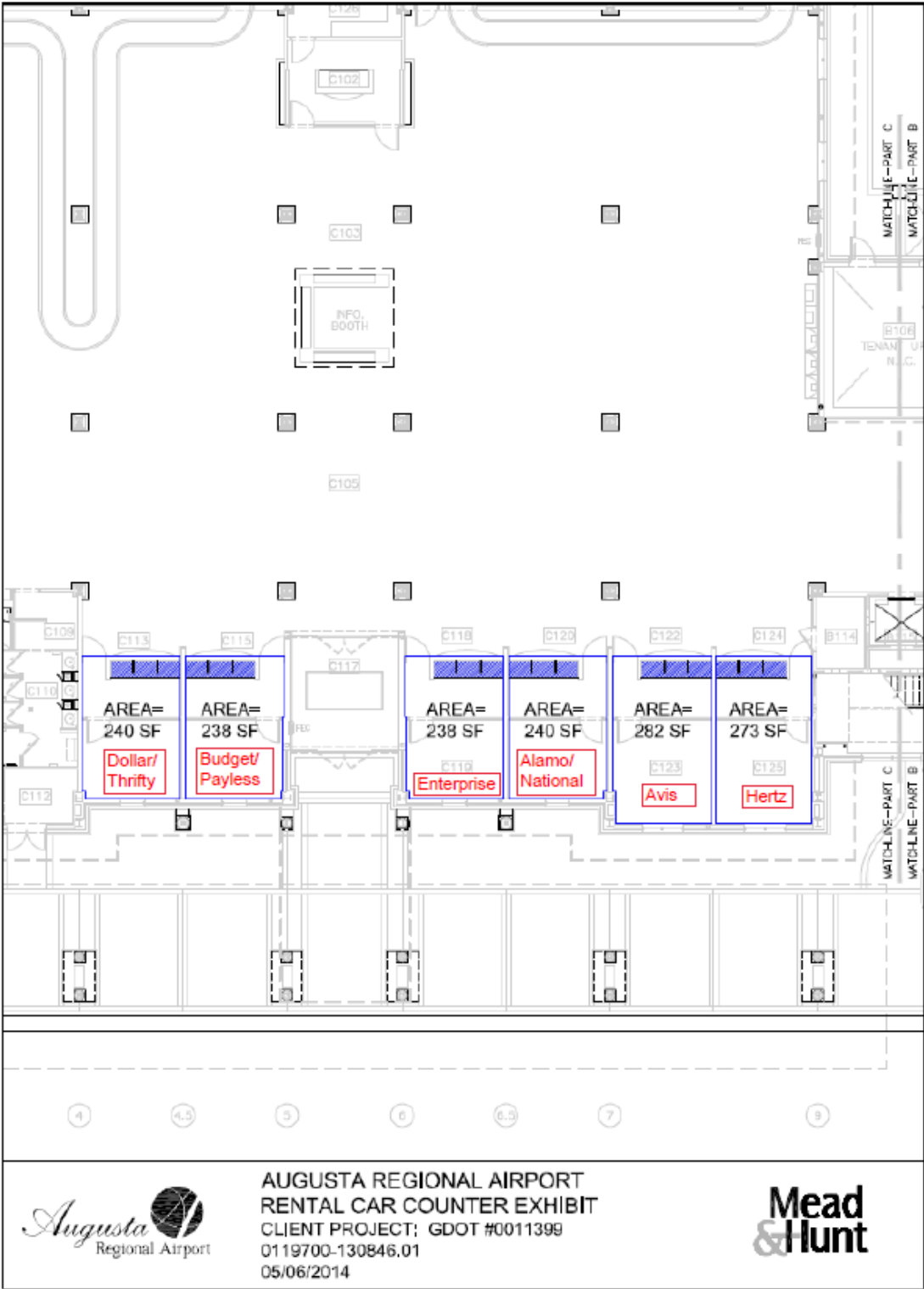
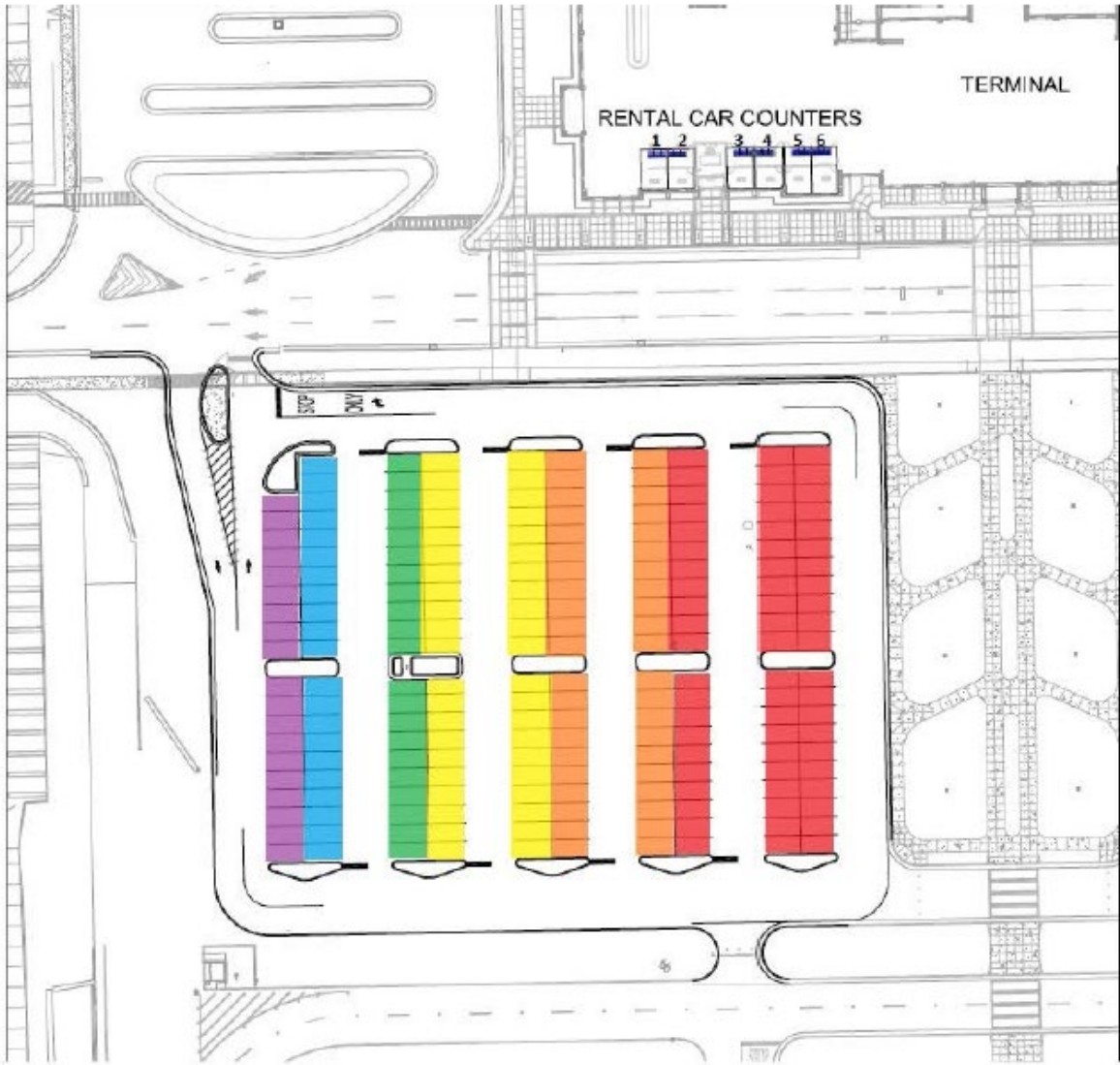


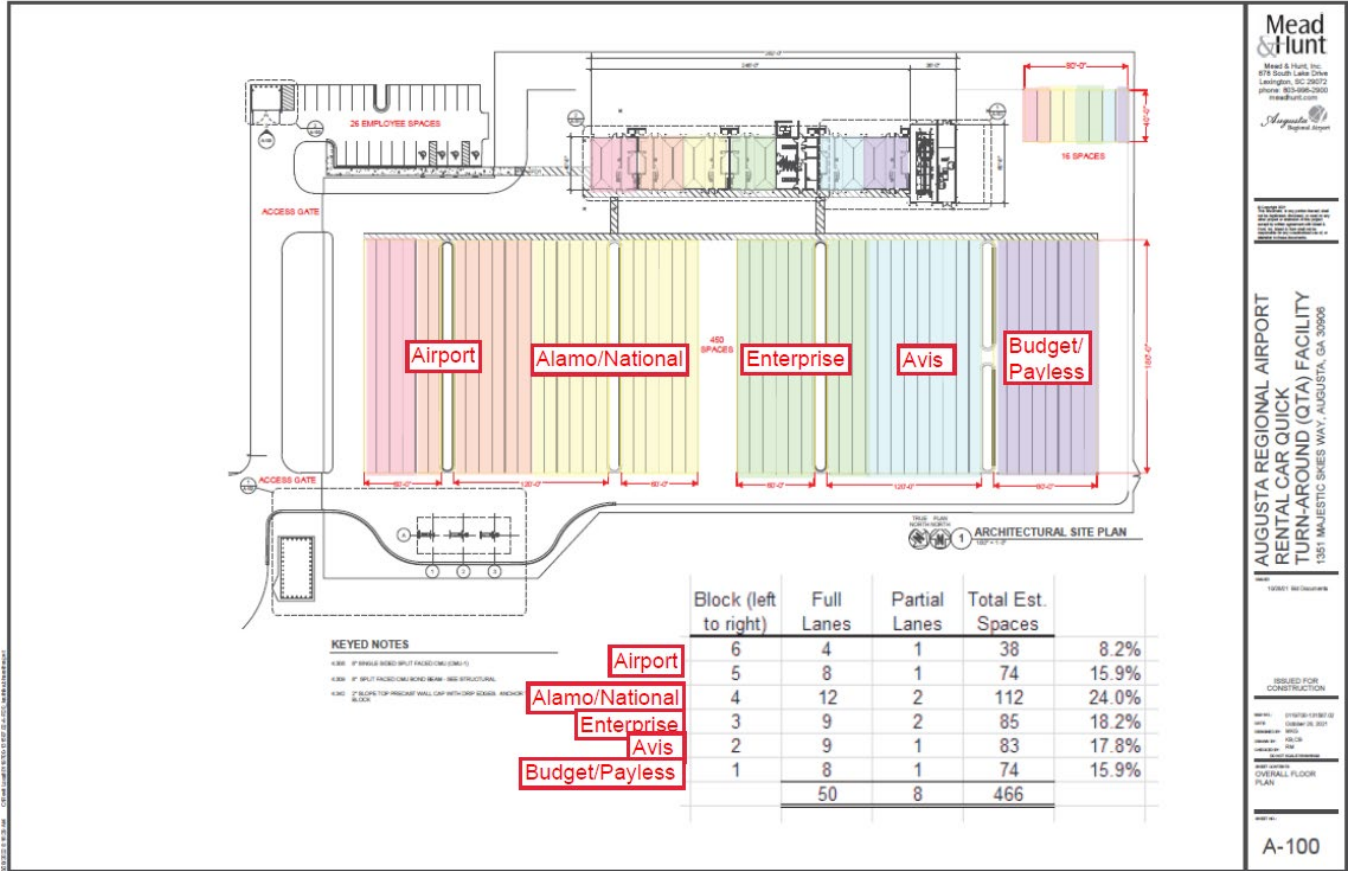
EXHIBIT B - READY RETURN BLOCKS



- Alamo/National Block A - 63 spaces
- Enterprise Block B - 42 spaces
- Avis Block C - 42 spaces
- Budget/Payless Block D - 21 spaces
- Hertz Block E - 21 spaces
- Dollar/Thrifty Block F - 19 spaces

This entire vehicle parking lot is designated solely for the use of on-airport rental car vehicles.

EXHIBIT C - SERVICE FACILITY





## EXHIBIT D - SERVICE FACILITY FIRST TWELVE-MONTH BUDGET

O & M Expense	Total (12 months)
Utilities - Water/Sewer	\$ 7,650
Utilities - Refuse	3,200
Utilities - Electricity	19,000
HVAC Maintenance	3,200
Data Services (fiber, phone, etc.)	3,825
Soap/Detergent Supplies/Car Wash Components	53,000
Janitorial Supplies	10,200
Gate Maintenance	12,720
General Maintenance/Repairs	30,450
Minor Capital Improvements	12,720
Pest Control	325
Fire Alarm Monitoring/Security System	1,060
Janitorial Labor	30,000
Management/Administration Labor	16,500
Insurance	2,250
Stormwater Fees	9,900
<b>Total O &amp; M Expenses</b>	<b>\$ 216,000</b>
Reserve for Major Repair & Replacement	
12 month reserve to be funded across 5 years	\$ 43,200
<b>Total - Budget</b>	<b>\$ 259,200</b>

Allocation of Service Facility Budget for Year 1 in Agreement			
Estimated Year 1 Budget		\$ 259,200	
Blocks not selected - retained for Airport use			
Block 6	8.2%	(21,254)	
Block 5	15.9%	(41,213)	
Costs to be allocated based on transactions		<u>\$ 196,733</u>	
Lessees' Brand(s)	% Share *	\$ Share/Annual	\$ Monthly
Alamo/National	33%	\$ 64,351	\$ 5,363
Enterprise	27%	\$ 53,166	\$ 4,431
Avis	22%	\$ 44,072	\$ 3,673
Budget/Payless	18%	\$ 35,144	\$ 2,929
		<u>\$ 196,733</u>	<u>\$ 16,396</u>
* Based on 2024 actual transactions provided by concessionaires.			

## **EXHIBIT E - REQUIRED SUBMITTALS**



PAGE 1 OF 2

**Attachment B****You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

**ATTN: Procurement Director**

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Enterprise Leasing Company - Southeast, LLCStreet Address: 101 Business Park Blvd., Suite 1100City, State, Zip Code: Columbia, SC 29203-9498Phone: 803-830-9180 Fax: 803-210-2690 Email: david.e.solano@em.comDo You Have A Business License? Yes: X No:       Augusta, GA Business License # for your Company (**Must Provide**): LCB20110000392And/or Your State/Local Business License # for your Company (**Must Provide**): LCB20110000392Utility Contractors License # (**Must Provide if applicable**): N/A **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (**Must Provide if applicable**): N/AAdditional Specialty License # (**Must Provide if applicable**): N/A

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Augusta, Richmond CountyAcknowledgement of Addenda: (#1) X : (#2) X : (#3) X : (#4)        : (#5)        : (#6)        : (#7)        : (#8)        :

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Rev. 4/09/21



**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

**Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.**

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_101.pdf](http://www.dol.state.ga.us/pdf/rules/300_101.pdf)

**Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

**Date of Authorization**

\*\* (E-Verify Number) 46068

June 26, 2007

Enterprise Leasing Company - Southeast, LLC

Rental Car Concession / Bid Item #24-299

**Name of Contractor**


**Name of Project / Bid Number**

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

**Name of Public Employer**

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on November, 11, 20 24 in Columbia (City), SC (State).

  
Signature of Authorized Officer or Agent

David Solano, Vice President / General Manager  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 DAY OF November, 20 24

  
Notary Public

01/03/2034  
My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**



You Must Complete and Return with Your Submittal. Document Must Be Notarized

**Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid Item #24-299 Rental Car Concession for Augusta, GA - Augusta Regional Airport

*[Bid Project Number and Project Name]*

David Solano, Vice President / General Manager

*[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

Enterprise Leasing Company - Southeast, LLC

*[Print/Type: Name of business, corporation, partnership, or other private entity]*

1.) X I am a citizen of the United States.

OR

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

OR

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.

***In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.***

Signature of Applicant

David Solano

Printed Name

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF November, 2024

Notary Public

My Commission Expires: 01/03/2034

NOTARY SEAL

**Note:** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL  
REV. 2/17/2016



**BID FORM**Enterprise Leasing Company - Southeast, LLCNovember 11, 2024

Name

Date

101 Business Park, Blvd., Suite 1100, Columbia, SC 29203-9498

Address

803-830-9180803-210-2690david.e.solano@em.com

Phone

Fax

Email

National Car Rental and Alamo Rent A CarBrand or Brand(s) Concessionaire intends to operate

The Concessionaire hereby intends to enter into an agreement with Augusta, Georgia (hereinafter referred to as "Airport") for the operation of a non-exclusive rental car concession at Augusta Regional Airport under the terms and conditions as set forth in the **Invitation to Bid 24-299**. In furtherance of this Bid, the Concessionaire agrees to pay to the Airport the greater of the following during the Contract Year(s) beginning 2025, 2026, 2027, 2028 and 2029: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession and Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable bid guarantee is One Hundred Fifty Thousand Dollars (\$150,000) per year. The subsequent year's Minimum Annual Guarantee bid proposed below may not be less than the previous year's bid Minimum Annual Guarantee.

**Minimum Annual Guarantee Bid Proposal**

(Per Contract Year Beginning March 1, 2025)

Contract Year	Minimum Yearly Concession
March 1, 2025 to February 28, 2026	\$ 346,097.00
March 1, 2026 to February 28, 2027	\$ 353,019.00
March 1, 2027 to February 28, 2028	\$ 360,079.00
March 1, 2028 to February 28, 2029	\$ 367,281.00
March 1, 2029 to February 28, 2030	\$ 374,626.00
<b>FIVE YEAR TOTAL</b>	<b>\$ 1,801,102.00</b>

1. The Concessionaire hereby agrees to pay the above minimum annual guarantees to the Airport in accordance with and for the term of the Concession and Agreement.

2. The Airport shall allocate based on successful Concessionaire's selections the counter locations, Ready Return Blocks and Service Facility bays as outlined on Attachments B, C and D 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 Concessionaire shall select first, the highest second successful Concessionaire shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the Bid 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 Five Thousand Dollars (\$5,000.00) payable to Airport as liquidated damages in the event the undersigned is a successful Concessionaire who fails to comply with the requirements as set forth in the Invitation to Bid 24-299.

Concessionaire 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 Concessionaire that Augusta reserves the right to reject any and all Proposals.

Signature

David Solano

Vice President / General Manager

Title

**AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**



**TRADE SECRET STATUS AFFIDAVIT**  
**Augusta, Georgia**

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with Bid Item #24-299 response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Enterprise Leasing Company - Southeast, LLC are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld (See attached list)
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

  
 [Signatory Name in Print] David Solano

Vice President General Manager  
 [Signatory's Title]

Enterprise Leasing Company - Southeast, LLC  
 [Signatory's Title] [Company Name]

Date: November 11, 2024

SUBSCRIBED AND SWORN BEFORE

ME ON THIS 11 DAY OF

November, 2024

  
 NOTARY PUBLIC

My Commission Expires: 1/3/2034

Return Page Only if Applicable

**Trade Secret Information Requested to be withheld**

Balance Sheets for Fiscal Year ending July 31, 2022, 2023, and 2024

Statements of Comprehensive Income for Fiscal Year ending July 31, 2022, 2023, and 2024

Proposer's Financial Statements constitute a Trade Secret because they are financial data.



Forms 1 & 2 for Demonstration of Good Faith Efforts

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

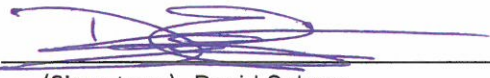
The undersigned Bidder/offeror has satisfied the requirements of the bid/bid specification in the following manner (Agreement check the appropriate space):

  X   The Vendor/offeror is committed to a minimum of 2.06 % ACDBE utilization on this contract.

       The Vendor/offeror (if unable to meet the ACDBE goal of 2.06%) is committed to a minimum of        % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Vendor/offeror's firm: Enterprise Leasing Company - Southeast, LLC

State Registration No. J651895

By   
(Signature) David Solano

Vice President / General Manager  
Title

**FORM 2: LETTER OF INTENT**

Name of Vendor/offoror's firm: Enterprise Leasing Company - Southeast, LLC

Address: 101 Business Park Blvd, Suite 1100

City: Columbia

State: SC

Zip: 29203

Name of ACDBE firm: Longhouse Inventory Solutions, LLC

Address: P.O. Box 1212

City: Claremore

State: OK

Zip: 74018

Telephone: 918-342-3127

Description of work to be performed by ACDBE firm:

- - - Products: Baby Seats, Car Wash Supplies, General Cleaning Supplies,

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The Vendor/offoror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 5,194.00.

**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 Jami Jones President  
(Signature) (Title)

**If the Vendor/offoror 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.)

**FORM 2: LETTER OF INTENT**

Name of Vendor/offoror's firm: Enterprise Leasing Company - Southeast, LLC

Address: 101 Business Park Blvd, Suite 1100

City: Columbia

State: SC

Zip: 29203

Name of ACDBE firm: Color Addix, LLC

Address: 5535 Rosebank Ct

City: Lexington

State: SC

Zip: 29073

Telephone: 706-504-2534

Description of work to be performed by ACDBE firm:

--- Automotive Body Shop Repair Work

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The Vendor/offoror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ 12,466.00.

**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)

Owner  
(Title)

**If the Vendor/offoror 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.)

FORM 3: SCHEDULE OF ACDBE PARTICIPATION

Name of Vendor/offeror’s Firm: Enterprise Leasing Company - Southeast, LLC

Concession Type: Rental Car Concession

I. Projected Total Annual Gross Receipts or Projected Total Annual Expenditures  
\$850,024.00

II. ACDBE Participation (III / I) 2.08%

<u>Name of ACDBE Firm</u>	<u>Address</u>	<u>Goods/services</u>	<u>NAICS</u>	<u>Contract Amount</u>
Color Addix, Inc	5535 Rosebank Ct, Lexington, Sc 29073	Autobody Repair	811121	\$12,466.00
Longhouse Inventory Solutions, LLC	P.O. Box 1212, Claremore, OK 74018	Cleaning supplies, baby seats, etc	42399	\$5,194.00
				\$
				\$
				\$
				\$
				\$
				\$
III. Ttl ACDBE Participation				\$17,660.00



**Document A310™ – 2010****Conforms with The American Institute of Architects AIA Document 310**

Bond Number: 36353-Lib-24-13B

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Enterprise Leasing Company - Southeast, LLC

101 Business Park Blvd, Suite 1100

Columbia, SC 29203

**SURETY:***(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

**OWNER:***(Name, legal status and address)*

Augusta Commission - Augusta Procurement Department

535 Telfair Street - Room 605

Augusta, GA 30901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Ten Thousand and 00/100 Dollars (\$10,000.00)**PROJECT:***(Name, location or address, and Project number, if any)*

Bid Item #24-299 - Rental Car Concession - Augusta Regional Airport

Bid Date: December 10, 2024

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice of bid by Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2024

*(Witness)*

Brittany D. Stuckel

*(Witness)* Brittany D. Stuckel

Enterprise Leasing Company - Southeast, LLC

*(Principal)**(Seal)*

Paula M. Morgan

*(Title)*

Paula M. Morgan - ASST SEC.

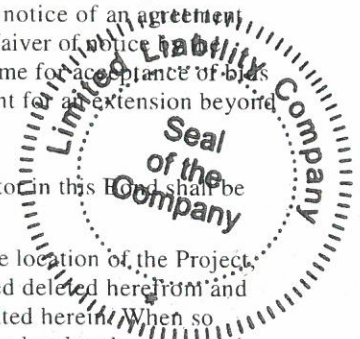
Liberty Mutual Insurance Company

*(Surety)**(Seal)*

JoAnn R. Frank

*(Title)*

JoAnn R. Frank, Attorney-in-Fact



State of Missouri  
County of St. Louis } ss:

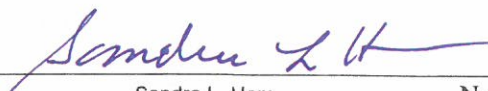
On November 12, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

JoAnn R. Frank

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

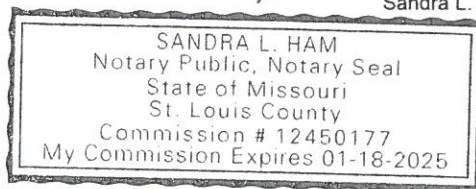
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 18, 2025



Sandra L. Ham

Notary Public







# POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

JoAnn R. Frank

all of the city of St. Louis, state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

## ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

## ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2024.



By:

Renee C. Llewellyn, Assistant Secretary