

Request for Proposals

RENTAL CAR CONCESSION AT TULSA INTERNATIONAL AIRPORT

Dated: August 23, 2024

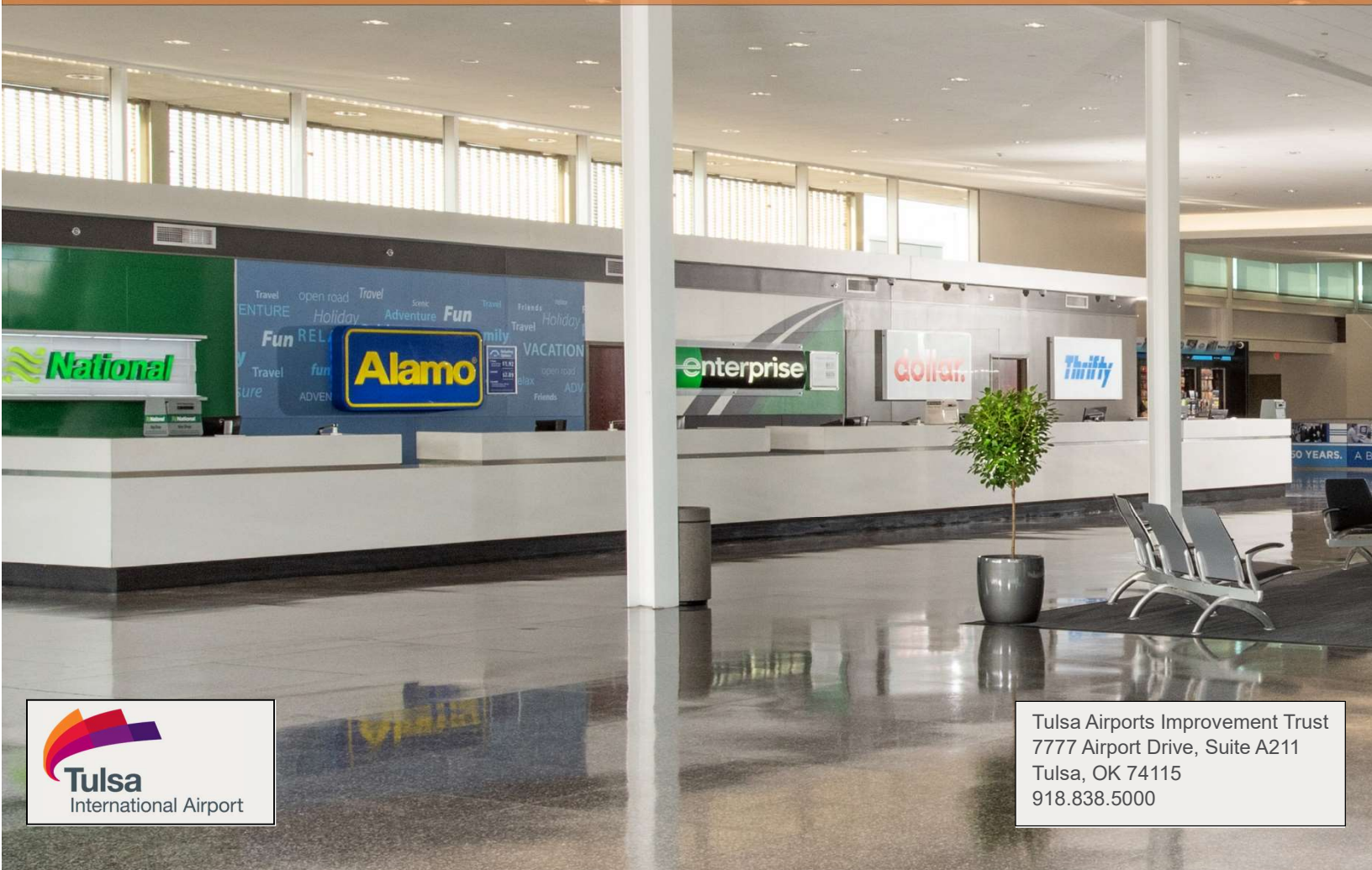


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I. Invitation to Submit Proposal

For Rental Car Concession At Tulsa International Airport

The Tulsa Airports Improvement Trust ("TAIT") invites the submission of Proposals from interested and qualified rental car companies to operate a Rental Car Concession (the "Concession") at Tulsa International Airport ("Airport"). TAIT intends to award a five (5)-year concession agreement to up to three (3) full-service brand families and two (2) counter-only family brands. Proposal documents are available at the Tulsa Airports Offices, Passenger Terminal Building, Tulsa International Airport, Room A-211, 7777 Airport Drive, Tulsa, Oklahoma 74115, Telephone Number (918) 838-5000, or online at Business Opportunities - Fly Tulsa.

All Proposers are required to attend the **Mandatory** Pre-Proposal Conference which will be conducted at the Passenger Terminal Building, Tulsa International Airport, Room A-211, Tulsa, Oklahoma on September 24, at 10:30 a.m. Central Daylight Savings Time (CDT).

Proposals must be received in the office of the Contracts and Concessions Manager, no later than 5:00 p.m. (CDT) November 4, 2024. Proposals received after that time shall not be considered and shall be returned unopened. Proposals will be opened on November 5, 2024, at 10:00 a.m. (CDT) in Room A-211 of the Passenger Terminal Building.

TAIT reserves the right to reject any or all Proposals and to waive any informality in the competitive process. No Proposal may be withdrawn or rescinded for a period of 60 days after the opening thereof.



Alexis Higgins, Chief Executive Officer
Tulsa Airports Improvement Trust

II. Summary

Tulsa Airports Improvement Trust (“TAIT”) is seeking competitive Proposals from qualified rental car companies to operate up to three (3) full-service brand families and up to two (2) counter-only brand families as on-airport rental car concessions at the Tulsa International Airport (“Airport”) in accordance with the sample Rental Car Concession Agreement (“Agreement”) attached to this RFP as **Exhibit A**. TAIT will award contracts to responsible Proposers based on their First Agreement Year Minimum Annual Guarantee (“MAG”) Proposals. The agreement will be a five (5) year term with 3, 1 year renewal options with TAIT reserving the right to terminate the agreement if new rental car facilities are constructed with the following timeline for proposing:

Milestone	Time & Date
Release Date	August 23, 2024
Mandatory Pre-Proposal Conference	September 24, 2024 10:30 am
Proposals Due	November 4, 2024 5:00 pm
Proposal Opening	November 5, 2024 10:00 am
Award of Contracts at TAIT Board Meeting	December 12, 2024 8:30 am
Agreement Execution Date	March 1, 2025

The full-service option consists of an in-terminal counter and office space as seen in Exhibit D, ready return spaces on the second level of the parking garage as seen in Exhibit E, and space at the Quick Turnaround Area (“QTA”) as seen in Exhibit F. Successful incumbents will retain their current locations, but sizes may be adjusted depending on the number of successful Proposers.

The counter-only option consists of only an in-terminal counter and back-office space, but this agreement option is only for in-terminal counter space.

The minimum acceptable First Agreement Year Minimum Annual Guarantee (“MAG”) Proposal for either the full-service option or the counter-only option shall be no less than One Million Two Hundred Thousand Dollars (\$1,200,000.00). Proposed MAGS of less than this amount will not be considered.

III. Background

The Airport is owned by the City of Tulsa, Oklahoma, and leased to TAIT. Under the Lease, TAIT has exclusive management and control of the Airport.

The following scheduled certificated carriers serve the Airport:

American Airlines	Southwest Airlines
United Airlines	Delta Airlines
Allegiant Air	

The Airport's five-year historical and forecasted passenger traffic data is shown in Exhibit B.

a. Current Rental Car Operations

Three (3) brand families currently serve the Airport with the following nine (9) brands:

Avis	Enterprise	Hertz
Budget	Alamo	Dollar
Payless	National	Thrifty

The historical gross revenues for Rental Cars at the Airport can be found in Exhibit C.

b. Current Rental Car Operating Space

The current full-service rental car brands operate a counter with office space on the upper level of the terminal building in Schwab Hall (Exhibit D). A total of 593 ready return stalls on the second level of the parking garage are currently allocated among the three brand families based on market share (Exhibit E). The three families operate within a Quick Turnaround Area (Exhibit F). Please note that the current spaces within the Ready/Return and Quick Turnaround Areas will change in accordance with the provisions of this Invitation.

IV. Minimum Qualifications

All Proposers must have a minimum five (5) years' experience operating/managing an airport rental car business which has generated at least \$6,000,000 in gross revenue in three (3) of the past five (5) years; be a part of a nationwide rental car reservation system; rent vehicles no older than two (2) model years of age; maintain vehicles in clean and good working order; and must accept a minimum of three (3) major credit cards as payment for its rental services.

Each Proposer must be a duly organized company, corporation, sole proprietary, limited liability company (LLC), or partnership, in the United States of America, and must be registered to do business in the state of Oklahoma and provide written proof thereof. Each Proposer must demonstrate it has adequate financial resources, including but not limited to the ability to provide the appropriate security deposit and insurance as required by the Agreement. The Airport has the right to question the information presented and require further information in support of the accuracy thereof. All such information submitted will be held confidential by the Airport to the extent permitted by the laws of the state of Oklahoma for public entities. Franchisees of national firms must demonstrate they have the financial support of the national organization.

By submitting a Proposal, a Proposer certifies that neither it nor its principals are presently debarred or suspended by a federal department or agency from participation in the Agreement.

Each selected Proposer will be awarded one (1) rental car concession at the Airport and will only be allowed to operate under the brand or trade name(s) listed in its Proposal. The brand and trade name(s) must be 100% owned or controlled by the Proposer or be licensed for its use. Approval of any changes to a concessionaire's brand or trade name(s) during the term of the Agreement will be made solely at the discretion of the CEO.

The Airport considers any of the following non-responsive, and a demonstration of a non-responsive Proposer:

- a. Submission of incomplete or Alternative Proposals.
- b. Submission of any Proposal that requires TAIT to contract directly with a third party other than the Respondent.
- c. Disqualification or disbarment from participating in competitive solicitation by any other state, local, or federal government entity.
- d. Failure to demonstrate the required experience.
- e. Failure to provide any requested evidence of financial solvency.
- f. Failure to attend the mandatory Pre-Proposal Conference.

The Airport may, in the best interests of TAIT, consider other factors in the determination of responsiveness to this request, and in the determination of a non-responsive Proposer.

V. Scope of Work

a. Payment

The concessionaire shall make annual payments to TAIT as follows:

Concession Fee

- Equal to the greater of the "Minimum Annual Guarantee" (as defined in the Agreement) or 10% of "Gross Revenue" (as defined in the Agreement)
- The MAG for the First Agreement Year will be the MAG Proposal amount contained in the Proposal Form attached to this RFP.
- Commencing with the Second Agreement Year and each year thereafter, the MAG will be 85% of the previous year's concession fees payable but never less than the amount of the concessionaire's First Agreement Year MAG amount.

Rent

- In-Terminal Counter Space: \$125.18 per square foot per year ("psfpy"), payable in equal monthly installments
- In-Terminal Office Space: \$93.88 psfpy, payable in equal monthly installments
- Ready/Return Area: \$3.00 per space per month payable in equal monthly installments
- Quick Turnaround Area (QTA) ground rent: \$0.62 psfpy, payable in equal monthly installments
- All rent is adjusted annually effective July 1 by the increase in the Price Index (as defined in the Agreement). This is published in the Airport's Rates, Fees, and Charges for the fiscal year.

Customer Facility Charge (CFC)

- TAIT will be adopting a CFC enabling Resolution, imposing a Customer Facility Charge (CFC). CFCs are collected by the rental car concessionaires and remitted monthly to the Airport for use by the Airport in accordance with the Airport's CFC Resolution as may be amended from time to time.

Construction Responsibilities of Successful Proposers

- The Successful Proposer shall accept the Premises in "as-is" condition with absolutely no warranties as to condition or suitability for use being given by the Airport and shall release the Airport from any liability in connection with such condition. However, the Airport will retain its regulatory obligations to remediate any environmental contamination or environmental conditions existing prior to the

occupancy of the Successful Proposer except to the extent the Successful Proposer previously caused or exacerbated the same. The Successful Proposer's acceptance of the Premises shall be conclusive evidence that it has accepted the same in "as is, where is, and with all faults" condition and that the Premises were in good and satisfactory condition for the use intended at the time such possession was taken.

- The Successful Proposers shall be solely responsible for the design, construction, and maintenance of required improvements to its Premises in accordance with all applicable federal, State of Oklahoma, and local laws, as well as the Airport's requirements.

VI. Instructions to Proposers

The following instructions contain a summary of certain relevant provisions of the Proposal. Your attention is directed to all terms, conditions, and provisions of the Request for Proposals, ("RFP").

a. PRE-PROPOSAL MEETING

The **MANDATORY** Pre-Proposal Conference will be conducted at the Passenger Terminal Building, Tulsa International Airport, Room A-211, Tulsa, Oklahoma on September 24, 2024, at 10:30 a.m. CDT.

b. SUBMISSION

Proposals must be received at the office of the Tulsa Airports Improvement Trust ("TAIT") no later than the time and place noted in the "Invitation to Submit Proposals." Proposals must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the Proposer, and be clearly marked, "Proposal to Operate a Rental Car Concession." One original, hard copy and one electronic copy of the Proposal must be submitted.

Proposals must be submitted in the format of the official Proposal forms which are included with these instructions. All Proposals must be legibly written with all amounts given both in words and figures where so indicated. Proposals shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered sufficient cause for rejection. There shall be no conflict between the Proposal and the evidence of performance ability or other documents required to be included with the Proposal.

More than one Proposal submitted by a Proposer under the same or different names will not be considered. Reasonable grounds for believing that the Proposer is submitting more than one Proposal will result in all Proposals being rejected. All Proposals will be rejected if there is reason to believe that collusion exists among

Proposers and no participant in such collusion will be considered in future Proposals for operation of the concession.

Each Proposal must be signed by a duly authorized official of the Proposer. The Proposer's legal name and form of organization must be fully stated. If the Proposer is an individual, the Proposer himself/herself must sign the Proposal. If the Proposer is a partnership, the signature must be that of a general partner. A Proposal signed by a limited partner is not acceptable. If the Proposer is a corporation, the signature must be that of a duly authorized executive officer, attested to by the corporate secretary. A Proposal submitted by a Limited Liability Company must be signed by a managing member.

c. SUBMISSION OF QUESTIONS

If questions concerning the RFP, submitted in writing before, or verbally at the Pre-Proposal meeting, are deemed to indicate a need for clarification of the documents, it will be done in the form of an addendum to the RFP. After the Pre-Proposal meeting, any additional questions must be submitted in writing on or before November 1, 2024.

d. TAIT CONTACT

All inquiries should be directed to:

Sheri A. Rider
Contracts and Concessions Manager
Tulsa Airports Improvement Trust
P. O. Box 581838
Tulsa, Oklahoma 74158-1838
Telephone: 918-838-5000
SheriRider@tulsaairports.com

Inquiries submitted in writing should be clearly marked "Inquiry Regarding RFP to Operate a Rental Car Concession" and reference page and paragraph numbers to which the questions pertain.

e. OPENING OF PROPOSALS

All Proposals will be opened in the Tulsa Airports Conference Room (A-211), Passenger Terminal Building, 7777 Airport Drive, Tulsa International Airport, Tulsa, Oklahoma, on November 5, 2024, at 10:00 a.m. It is anticipated Proposals will be evaluated so that an award can be presented to the TAIT Board at the December 12, 2024, board meeting. TAIT reserves the right to reject any and all Proposals and the right to waive any minor irregularity or technical deficiencies in any Proposal.

f. DISQUALIFICATION OF PROPOSERS

Proposals will not be accepted from any person or persons, firm, partnership, company, or corporation in arrears to TAIT upon any debt of contract, or in default as surety or otherwise upon any obligation to TAIT as a demonstration of a non-responsible Proposer; nor will Proposals be accepted from any Proposer having a conflict of interest that could prevent operating the Concession in the best interest of TAIT.

g. NON-COLLUSION AFFIDAVIT

Each Proposer is required to submit with its Proposal on the form furnished for that purpose an affidavit(s) that the Proposer has not entered into collusion with any other person regarding any Proposal or document submitted.

h. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its Proposal any time before the date and hour set for the opening. The withdrawal shall be by written request signed in the same manner and by the same person who signed the Proposal. No Proposer may withdraw their Proposal for sixty (60) days after the date and hour set for the opening.

i. REJECTION OF PROPOSALS

Proposals received after the time set for opening Proposals will not be considered and will be returned unopened.

A violation of any of the following provisions by the Proposer shall be sufficient reason for rejection of a Proposal, or shall make any contract between TAIT and the Proposer that is based on the Proposal, null and void: 1) divulging the information in the sealed Proposal to any person, other than those having a financial interest with the Proposer in the Proposal, until after Proposals have been opened; 2) submission of a Proposal which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original Proposal form, or which is not in compliance with the Instructions to Proposers and published Invitation to Submit Proposals, or 3) which is made in collusion with another Proposer. TAIT shall have the right to waive, in its sole discretion, any defects or irregularities in any Proposal received.

j. PROTEST PROCEDURE

Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims. A copy of the Bid Protest Procedure may be obtained from TAIT's Contracts and Concessions Manager.

- k. **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION:** Requirements of 49 CFR Parts 23 and 26, Disadvantaged Business Enterprise Program.

Policy - It is the policy of the Tulsa Airports Improvement Trust to promote the objectives of the Department of Transportation with respect to the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in DOT-assisted contracts. This policy has been formulated to comply with 49 CFR Parts 23 and 26. The objectives of the program are as follows:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions;
2. To create a level playing field on which ACDBEs can compete fairly for concession opportunities;
3. To ensure that TAIT's ACDBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at TUL;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at TUL; and
6. To provide appropriate flexibility to TUL in establishing and providing opportunities for ACDBEs.

ACDBE Goal - TAIT has established an ACDBE goal for this opportunity of .07%.

TAIT's goal encourages participation by firms owned and controlled by socially and economically disadvantaged persons. The overall goal applicable to future periods will be posted at the following location when available: Business Diversity and Development - Fly Tulsa. The successful Concessionaire shall comply with CFR 49 Parts 23 and 26, which require Good Faith Efforts ("GFE") to achieve participation of certified ACDBE firms in airport concession contracts. In accordance with USDOT requirements, the Concessionaire shall ensure that ACDBEs have an opportunity to participate in this concession contract.

Contact for TAIT ACDBE Program - For assistance, or more information on TAIT's ACDBE Program, contact Sandra Charon, Disadvantaged Business Enterprise Liaison Officer, at 918-838-5016, sandracharon@tulsairports.com.

ACDBE Proposal Requirements – All proposers are required to submit a Subconcessionaire Information Sheet attached hereto as Exhibit G-1 with their proposals.

TAIT will determine whether Proposer has made GFE to achieve the required ACDBE participation. The Proposer can demonstrate that it has made a GFE in meeting the assigned ACDBE goal by doing either of the following:

- a. Providing documentation showing it has met the ACDBE participation by submitting an ACDBE Utilization Plan, attached as Exhibit G-2; or
- b. Providing documentation of GFE to meet the ACDBE participation goal by submitting the Certificate of Good Faith Efforts attached as Exhibit G-3 and all relevant supporting documentation with its Proposal submittal.

The efforts employed by the Proposer should be those that one could reasonably expect a concessionaire to take if the concessionaire were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE concession goal. Mere pro forma efforts are not good faith efforts to meet the ACDBE contract goal requirements. (49 CFR Part 26, §26.53 and Appendix A to 49 CFR Part 26 provide guidance regarding GFE).

Proposer must maintain and submit an Active Participants List (Exhibit G-4) in accordance with 49 CFR Part §26.11 as required by the FAA's revised final ruling effective May 9, 2024. The successful Proposers will be required to submit bidders' information quarterly to TAIT's ACDBELO regarding all ACDBE and Non-ACDBE firms who bid on the contracting opportunity. Data collected by TAIT will be submitted to the State Department of Transportation pursuant to 49 CFR Part 26 §26.81 and must report to DOT's Departmental Office of Civil Rights each year by or no later than December 1, following the Federal fiscal year. The Active Participants List will include the following:

- a. Name of Firm
- b. Firm Address
- c. Race/Gender of Owner
- d. North American Industry Classification System (NAICS) code applicable to each scope of work proposed by the firm in its bid.
- e. Age of Firm
- f. Gross Receipt

Proposers should note that for the purpose of Proposal evaluation, participating ACDBEs must be certified by the USDOT and in the state of Oklahoma upon submission of their proposal.

A certified ACDBE list can be found at <https://okdot.gob2g.com/> .

ACDBE Reporting Requirements – The successful Proposer shall provide all information and reports required by the Airport and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives.

I. EVALUATION OF PROPOSALS

TAIT will evaluate the Proposals received and may award the concession to the Proposer(s) based on:

1. The highest First Agreement Year MAG Proposal.
2. The qualifications and experience of the Proposer in Airport Rental Car Concessions.
3. The financial capabilities of the Proposer.
4. A demonstration of ability to meet ACDBE goals.

TAIT, in its sole discretion, will make the final judgment and determination as to which Proposer has offered the best Proposal and will employ such analysis, techniques, and professional consultants as it deems necessary to make such judgment.

TAIT may request the submission of additional information to assist in the evaluation of a Proposal and the Proposer will be expected to expeditiously respond and cooperate fully with such a request.

m. NON-DISCRIMINATION

Civil Rights Act of 1964, Title VI.

The Successful Proposer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations")

Regarding business activities performed by it during the Agreement, the successful Proposer shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Successful Proposer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

n. AWARDING OF AGREEMENT

The term of the Agreement will be for a period of five (5) years with two (2) options to extend the term for one (1) year each. Each option to extend will be at the sole discretion of TAIT. Each Proposer may only submit one Proposal. Each Proposer that is determined to be responsive and responsible ("Successful Proposer") will be awarded one (1) rental car concession at the Airport. Each Successful Proposer will only be allowed to operate under the brand or trade name(s) listed in its Proposal. The brand and trade name(s) must be 100% owned or controlled by the Proposer or be licensed for its use. Approval of any changes to a concessionaire's brand or trade name(s) during the term of the Agreement will be made solely at the discretion of the Airport.

The Airport may award Contracts to up to three (3) full-service and two (2) counter-only Agreements to the most qualified and responsive Proposers submitting the highest MAG amount for the First Agreement Year. **Proposer's First Agreement Year MAG Proposal shall not be less than One Million, Two Hundred Thousand (\$1,200,000). First Agreement Year MAG Proposals of less than the minimum amount specified will not be considered by the Airport.**

Successful incumbent Concessionaires will retain their existing service facility leases. In-terminal counter space and office locations will be retained, with the Airport's right to adjust space depending on the number of successful Proposers. The successful incumbent Concessionaires' existing ready/return locations will be retained and will be adjusted as shown on Exhibit E. The successful incumbent Concessionaires will also retain their locations in the Quick Turnaround Area ("QTA"), with the land sizes adjusted as shown on Exhibit F.

TAIT has the right to withhold the awarding of the Agreement for at least thirty (30) days from the date for submission of the Proposals and up to ninety (90) days following the date for submission of the Proposals. The awarding of the Agreement upon a successful Proposal shall give the successful Proposer no right of action or claim against TAIT, upon such award of the Agreement until it shall have been reduced to writing and duly signed and executed by the contracting parties. The award of the Agreement by TAIT shall not be completed until the Agreement is duly signed and executed and the necessary bonds and insurance certificates are approved by TAIT Risk Management.

o. EXECUTION OF AGREEMENT

Time is of the essence. The successful Proposer shall execute and deliver the Agreement to TAIT within twenty (20) days after receipt from TAIT. The successful Proposer shall submit and deliver to TAIT with the Agreement all necessary bonds and certificates of insurance that are required by the Request for Proposal or by law.

- p. The successful Proposer acknowledges and agrees that the Agreement will contain the same, or substantially similar contractual provisions, as those set forth in the sample Concession Agreement attached as Exhibit A and will be familiar with and comply with those provisions.

q. CERTIFICATE OF INSURANCE

The Concessionaire will be responsible for all necessary insurance coverage which includes, at a minimum:

Worker's Compensation and employer's liability coverage with limits consistent with the statutory benefits required of the Oklahoma Workmen's Compensation Act.

Vehicle Liability - \$2,000,000 combined single limit;

General Liability - \$3,000,000 combined single limit.

Certificates of Insurance must be provided to TAIT upon execution of the Agreement. Tulsa Airports Improvement Trust ("TAIT") City of Tulsa, Tulsa Airport Authority, and their officers, and employees are included as Additional Insured. If the proper insurance forms are not received within fifteen (15) days, the Proposal may be rejected.

The Concessionaire shall carry or shall require any sub-Concessionaire to carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Concessionaire or sub-Concessionaire on the demised premises to the full insurable value thereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Concessionaire's or sub-Concessionaire's original cost of constructing said fixed improvements.

All forms of insurance required above shall be from insurers acceptable to TAIT. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the TAIT by the insurer.

Concessionaire must assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Concessionaire is not relieved of any liability or other obligations assumed or pursuant to the Concessionaire Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

TAIT will not waive the insurance requirements set out in the Agreement.

VII. Proposers Checklist

The following items will be completed in full and returned to TAIT on the Proposal date as stated within.

1. Proposal Form
2. Proposer's Qualification Form (to include all items identified)
3. Proposed Minimum Annual Guarantee Form
4. ACDBE Forms (Exhibits G-1 through G-4)
5. Non-Collusion Affidavit

VIII. Proposal Form for Rental Car Concession

TULSA AIRPORTS IMPROVEMENT TRUST

7777 AIRPORT DRIVE

ROOM A-211, PASSENGER TERMINAL BUILDING

TULSA, OK, 74115

OR

P.O. BOX 581838

TULSA, OKLAHOMA 74158

Proposals must be received in the office of TAIT, no later than 5:00 p.m. (CDT) on November 4, 2024.

The undersigned, herein referred to as the Proposer, having familiarized themselves with the legal advertisement, Instructions to Proposers, General Information, and Requirements for Operation relating to the proposed contract for the operation of the Rental Car Concession at Tulsa International Airport and having acquainted themselves with the Facilities hereby proposes to operate the Rental Car Concession at Tulsa International Airport pursuant to the terms and conditions contained therein.

TAIT reserves the right to reject any and all Proposals and the right to waive any minor irregularity or technical deficiencies in any Proposal:

IF PROPOSER IS PROPOSING AS AN AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE, PROPOSER'S ACDBE QUALIFICATION FORM HAS BEEN COMPLETED IN FULL AND IS ATTACHED HERETO AND MADE A PART HEREOF.

Respectfully submitted,

BUSINESS NAME

BY: _____

TITLE: _____

IX. Proposer's Qualification Form

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY PROPOSER and must be sworn to before a notary public by an officer (authorized representative) of the Proposer who has the responsibility and authority to bind the company.

Each Proposer shall show all requested information pertaining to their organization or themselves personally and submit the same as a part of their Proposal. Failure to do so shall disqualify the Proposer from further consideration for the award of contract.

The undersigned Proposer agrees to furnish, upon request from TAIT, any additional information needed to substantiate or clarify the Proposer's ability to satisfactorily fulfill the requirements of this Proposal.

THE UNDERSIGNED PROPOSER DECLARES THAT THE FOLLOWING DATA AND INFORMATION ARE TRUE AND CORRECT STATEMENTS CONCERNING THEIR FINANCIAL AND PERFORMANCE ABILITY TO COMPLY WITH THE REQUIREMENTS OF THE SERVICES TO BE SUPPLIED.

1. FIRM BACKGROUND AND OWNERSHIP

Name of firm (as it is to appear in the Agreement):

Principal Office Address:

Telephone Number:

Contact person:

Form of Business Entity (check one and complete one of the next four statements):

☐ Corporation ☐ Partnership ☐ Joint Venture

☐ Limited Liability Company ☐ Individual (no additional page required)

CORPORATION STATEMENT

If a CORPORATION, answer the following:

When incorporated? _____

Where incorporated? _____

Is the corporation authorized to do business in Oklahoma? Yes () No () If Yes, as of what date? _____

The Corporation is held: Publicly () Privately ()

Furnish the name, title, and address of each officer, director, and principal shareholders owning 10% or more of the corporation's issued stock.

<u>DIRECTOR'S NAME</u>	<u>ADDRESS</u>	<u>PRINCIPAL BUSINESS AFFILIATION OTHER THAN DIRECTORSHIP</u>

OFFICER'S NAME

POSITION

PARTNERSHIP STATEMENT

IF A PARTNERSHIP, ANSWER THE FOLLOWING:

Date of Organization? _____

General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

Date Book Page County

Has the Partnership done business in Oklahoma? Yes () No () When _____

Name, address, and partnership share of each general partner:

NAME

ADDRESS

SHARE

JOINT VENTURE STATEMENT

IF A JOINT VENTURE, ANSWER THE FOLLOWING:

Date of Organization: _____

Joint Venture Agreement recorded? Yes () No ()

Have the Joint Venturers done business in Oklahoma? _____

Name and address of each Joint Venturer:

NAME

ADDRESS

Percent of ownership of each Joint Venturer:

<u>NAME</u>	<u>PERCENT OF OWNERSHIP</u>

LIMITED LIABILITY COMPANY STATEMENT

IF A LIMITED LIABILITY COMPANY, ANSWER THE FOLLOWING:

Date of Organization? _____

State of Organization? _____

Is the limited liability company authorized to do business in Oklahoma?

Yes () No () If Yes, as of what date? _____

Name, address, and title of each member of the limited liability company:

NAME

ADDRESS

TITLE

2. What is the principal business activity of the Proposer?

3. How many years has the Proposer been continuously engaged in the rental car business?

4. List the Airports for which the Proposer currently provides or has provided rental car services. Include name, gross annual revenues, and years of operation for each airport.

5. Has the Proposer (or the individual owners/partners/or joint venture) ever had a Rental Car Concession Agreement canceled or terminated due to default or breach of contract by the Proposer? Yes () No ()

If yes, identify the Lessor, the year, and the cause of cancellation or termination.

6. Has the Proposer (or the individual owners/partners/joint venture) ever been sued by an Airport for issues pertaining to fee payments, rental payments, and /or performance?

Yes () No ()

If yes, identify the Lessor, the year, and the cause of such suit.

7. Has the Proposer (or the individual owners/partners/joint venture) ever filed a lawsuit against an airport owner? Yes () No ()

If yes, identify the Lessor, the year, and the cause of such suit.

8. Has the Proposer ever had a Bond or Surety canceled or forfeited? Yes () No ()

If yes, identify the Bonding Company, year of cancellation or forfeiture, amount, and reason for cancellation or forfeiture.

9. Has the Proposer ever filed for protection under Federal Bankruptcy Laws?

Yes () No ()

If yes, list the date, Court of Jurisdiction, and amount of assets and liabilities.

10. FINANCIAL REPORTS

- A. Furnish the past two fiscal years' financial statements prepared in accordance with generally accepted accounting principles with an independent CPA's statement attached and certified by a duly authorized corporate officer.

To exempt the financial reports from the Oklahoma Open Records Act, all documents should be submitted under separate cover. Each Proposer's financial reports will be returned by TAIT prior to the award.

- B. If the Proposer is a newly formed entity, please indicate the amount and source of capitalization of the company.

11. STATEMENT OF COMPLETENESS

State of _____

County of _____

(I), (We), the undersigned, being duly sworn and acting as an _____ of _____ do hereby affirm that (I), (We) have the responsibility and authority for providing information on behalf of _____ and that same as submitted is true, accurate and correct.

Further, (I) (We) hereby affirm that _____ to the best of (My) (Our) knowledge, and belief meets the criteria and possesses those qualifications required of Tulsa Airports Improvement Trust for the Rental Car Concession at Tulsa International Airport.

- a. If the Proposer is a corporation, the duly authorized officers must sign here:

Corporate Name

BY: _____

Chairman

ATTEST:

BY: _____

- b. If the Proposer is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Ventures must sign here:

Partnership or Joint Ventures Name

BY: _____

Member of Partnership or Joint Venture

BY: _____

Member of Partnership or Joint Venture

- c. If the Proposer is a Limited Liability Company, the duly authorized managing member must sign here:

Limited Liability Company Name

BY: _____

Managing Member

ATTEST:

BY: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn before me this _____ day of _____,
2024.

Notary Public

My Commission Expires: _____

X. Proposed Minimum Annual Guarantee Form

As compensation, Concessionaire agrees to pay to TAIT the Minimum Annual Guaranteed Fee (MAG) proposed below for the First Contract Year. Proposer acknowledges that First Contract Year Minimum Annual Guarantee Proposals of less than One Million Two Hundred Thousand Dollars (\$1,200,000) will be considered non-responsive.

First Contract Year Minimum Annual Guarantee

If awarded a concession Proposer will operate at the Airport using brand/trade names that are 100% owned or licensed to Proposer. Proposer intends to operate at the Airport using the following brand/trade names that are 100% owned or licensed to the Proposer:

1. _____
2. _____
3. _____

XI. Noncollusion Affidavit

STATE OF _____)

) ss.

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the Proposer has not been a party to any collusion or communication among Proposers in restraint of freedom of competition by agreement to propose at a fixed price, or upon fixed terms and conditions, or to refrain from submitting a Proposal. Affiant further states that the Proposer has not been a party to any collusion or communication with any official or employee of the Tulsa Airports Improvement Trust ("TAIT"), the Tulsa Airport Authority ("Authority"), or the City of Tulsa, Oklahoma ("City") so as to fix the price or any other terms or provisions of the said Proposal. Affiant further states that the Proposer has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of TAIT, the Authority, or the City any money or other thing of value, either directly or indirectly, for special consideration in the letting of this Agreement.

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

My Commission expires:

Exhibit A

Sample Agreement

RENTAL CAR CONCESSION AGREEMENT

Tulsa International Airport

by and between

TULSA AIRPORTS IMPROVEMENT TRUST

AND

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EXHIBITS

- "A" Terminal Area Map
- "B" Rental Car Facilities
 - B1 Customer Service Counters and Back Office Space
 - B2 Ready/Return Car Stalls
 - B3 QTA Areas
- "C" Monthly Rental Car Report Form
- "D" True Up Form
- "E" Concessionaire's list of Brands it is operating at Airport
- "F" Maintenance Matrix
- "G" ACDBE Forms

Summary of Contract Provisions

TAIT CONTRACT NUMBER:		
1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A211 Tulsa, Oklahoma 74115 For Notice Only: notice@tulsairports.com
	Or:	P.O. Box 581838 Tulsa, OK 74158-1838
	TAIT Payments ONLY:	Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182
2.	Concessionaire Address	
3.	Term of Agreement	
a.	Effective Date	
b.	Termination Date	
c.	Term Renewal Options	
4.	Premises	Tulsa International Airport; (see also Exhibit B)
5.	Scope of License	
6.	Compensation (See also Exhibit B)	MAG Percentage Fee Type I Space Type II Space QTA Space Ready Return Stalls
7.	Board Approval Date	
8.	COUNTER ONLY	

RENTAL CAR CONCESSION AGREEMENT

This Agreement is entered into between the Tulsa Airports Improvement Trust, a public trust organized and existing pursuant to the laws of the State of Oklahoma, with the City of Tulsa, Oklahoma as the beneficiary of the Trust ("TAIT") and _____ a _____ duly created and existing under the laws and the State of _____ ("Concessionaire").

RECITALS:

1. The City leases the Airports to the Tulsa Airports Improvement Trust ("TAIT") pursuant to the terms of an Amended and Restated Lease Agreement between the City of Tulsa, Oklahoma and TAIT, effective as of January 1, 2014, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 15th day of January, 2014 Doc #2014003980, as further amended by Amendment Number One effective as of April 14, 2021, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 28th day of April, 2021, Doc #2021047248, and as further amended by Amendment Number Two effective as of July 21, 2021 and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 22nd day of July 2021, Doc #2021085171.

2. Pursuant to the Trust Indenture for the Tulsa Airports Improvement Trust, Article IV, §4.2., the TAIT Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary, which is the City of Tulsa.

3. TAIT operates the Airports pursuant to the Oklahoma Municipal Airports Act, Okla. Stat. tit. 3 §65.1, et seq., and TAIT's Bond Indenture.

4. TAIT has determined that the management and operation of automobile rental concession(s) is an important and essential element of supporting and promoting the convenience and comfort of the traveling public and patrons of the Airport;

5. TAIT has requested proposals from rental car companies to operate rental car concession(s) at the Airport. TAIT has determined that Concessionaire is one of the successful parties interested in the management and operation of a rental car concession at the Airport and has determined by execution of this Agreement that the non-exclusive right and privilege to conduct such concession shall be granted to Concessionaire;

6. Concessionaire is engaged in the business of operating and maintaining an automobile rental agency and represents and warrants to TAIT that it is fully qualified to conduct an automobile rental concession and to construct, equip, maintain, use, and operate the facilities contemplated hereunder to operate its business at the Airport and meet its obligations and responsibilities described and required by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the terms, provisions and conditions hereinafter set forth, TAIT and Concessionaire hereby do agree as follows:

Article 1. **Definitions**

Section 1.1 **Definitions**. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly indicates some other meaning:

- a. Agreement shall mean this Concession Agreement by and between TAIT and Concessionaire;
- b. Agreement Year shall mean each twelve (12)-month period beginning March 1 and ending on the last day of February of the subsequent year. The first year of the Agreement is March 1, 2025, through February 28, 2026.
- c. Airport shall mean Tulsa International Airport;
- d. ACDBE shall mean Airport Concession Disadvantaged Business Enterprise as defined in 49 CFR Part 23. ACDBE's shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. TAIT has developed and implemented an ACDBE program plan as required under Department of Transportation 49 CFR Part 23 and Part 26. The ACDBE program objective is to ensure full and fair access to concession opportunities for ***all*** businesses and for ACDBE businesses. Contracts pertaining to the concession program at TUL are subject to the requirements of 49 CFR Part 23 and Part 26 and the Airport's ACDBE Policy and Program requirements and contract provisions. The Airport's ACDBE Liaison Officer (DBELO) is responsible for compliance with all aspects of the ACDBE program;
- e. Airport Terminal Complex shall mean the Airline Passenger Terminal Building and the parking structure within the Airport Terminal Complex ("Garage"), or facilities performing their customary and similar function, owned by City, leased to TAIT and located at the Airport, as the same may exist from time to time, and which are illustrated on Exhibit "A";
- f. Automobile shall mean a passenger vehicle designed for operation on ordinary roads and shall be synonymous with "Car" and "Vehicle";
- g. Brand or Brand Name shall mean the name, logo, acronym or other unique identification by which rental cars are offered to the public;
- h. CFC shall mean Customer Facility Charge;
- i. City shall mean the City of Tulsa, Oklahoma;
- j. Concession Fee shall be the fee that Concessionaire pays to TAIT for the rights and privileges granted under this Agreement and is the greater of the Percentage Fee or the MAG established for the Agreement Year;

- k. Concessionaire shall mean an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization or any other entity or organization that shall control one or more other individuals, corporations, companies, limited liability companies, associations, trusts, unincorporated organizations or any other entity or organization which is engaged in the business of renting Automobiles to the public under a Brand Name in accordance with the Brand Names listed in Exhibit "E" and which is a party to this Agreement with TAIT;
- l. Chief Executive Officer ("CEO") shall mean the CEO of the Tulsa Airports Improvement Trust or the designated representative;
- m. Control shall mean the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs.
- n. DBE means Disadvantaged Business Enterprise as defined in 49 C.F.R. Part 23;
- o. Effective Date is the date that this Agreement is fully executed by all parties to this Agreement;
- p. EPA shall mean the United States Environmental Protection Agency and any federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- q. FAA shall mean the Federal Aviation Administration of the United States Department of Transportation, or any federal agency succeeding to its jurisdiction or function;
- r. FAR shall mean Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements, and directives promulgated or issued by the FAA;
- s. Garage shall mean the Automobile parking structure within the Airport Terminal Complex;
- t. Governmental Requirements mean all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings; including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either; TAIT; the Tulsa Airport Authority; the City of Tulsa, the State of Oklahoma, or other governmental entities authorized to enact rules, regulations, standards, or policies applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon;
- u. Gross Revenues as used in this Agreement shall be as defined in Section 6.1.3 hereof;
- v. Improvements shall mean any items that are affixed to the Leased Premises or to any buildings or equipment affixed thereto, which cannot be removed without damage or injury to the Leased Premises, or such buildings or equipment as are affixed thereto;

- w. Leased Premises shall mean the areas and Improvements thereon that are leased by Concessionaire from TAIT or allocated to Concessionaire by TAIT under this Agreement, as may be more fully described and illustrated on Exhibits "B1" – "B3";
- x. MAG shall mean the Minimum Annual Guarantee and shall be as defined in Section 6.1.2;
- y. Minimum Annual Guarantee shall be as defined in Section 6.1 of this Agreement;
- z. Prior Agreement shall mean the Agreement dated March 1, 2017 between Concessionaire and TAIT which will expire February 28, 2025;
- aa. Quick Turnaround Facilities or QTA shall mean fuel, wash and vehicle stacking and staging stalls on grade adjacent to the Airport Terminal Complex;
- bb. Ready/Return Car Facilities shall mean the area(s) where customers pick up and drop off their rental cars at the Airport;
- cc. Schedule of Rates, Fees and Charges is the current published schedule of rates, fee and charges set and approved by TAIT annually effective every July 1;
- dd. State shall mean the State of Oklahoma;
- ee. TAA shall mean the Tulsa Airport Authority, a charter agency of the City of Tulsa, Oklahoma;
- ff. TAIT shall mean the Tulsa Airports Improvement Trust;
- gg. Term shall mean the period of time that this Agreement shall be in effect, as set forth in Section 2.1 hereof;
- hh. Transaction Day shall mean each twenty-four (24) hour period or fraction thereof during which a Vehicle is rented except that a partial day that is a grace period of no more than 2 (two) hours after the last 24-hour day booked shall not be considered a Transaction Day;
- ii. Transaction Share shall mean the amount, expressed as a percentage carried out to one (1) decimal point, equal to (i) the aggregate sum of the total Transactions for all customers of Concessionaire during a specified period, divided by (ii) the aggregate sum of all concessionaires' Transactions for all rental car customers during the same period. The aggregate of all of Concessionaire's and the other concessionaires' Transaction Share percentages must equal 100% for any period.
- jj. TSA shall mean the Transportation Security Administration or its authorized successor(s); and

Section 1.2 **Rules of Construction**. Throughout this Agreement, unless the context clearly shall require otherwise:

- a. The singular includes the plural and vice versa;
- b. The words "and" and "or" shall be both conjunctive and disjunctive;
- c. The words "all" and "any" mean "any and all";
- d. The word "including" means "including without limitation";
- e. The words "will", "shall", and "must" indicate mandatory requirements.
- f. Reference to any exhibits shall mean exhibits including any illustrations attached to this Agreement which shall be deemed incorporated by reference and made an integral part of this Agreement;
- g. Reference to articles or sections respectively shall mean articles or sections of this Agreement; and
- h. Whenever this Agreement calls for operational approval by the Tulsa Airports Improvement Trust or TAIT, such approval shall be evidenced by the written approval of the CEO.

Article II. **Term**

Section 2.1 **Term of Agreement**. This Agreement shall be effective and binding upon execution (Effective Date) and the Term and Agreement Year hereof shall commence on March 1, 2025, and, unless sooner terminated as herein set forth, shall terminate at midnight February 28, 2030. Be it further provided, however, that as of the effective date of termination or cancellation of this Agreement, all obligations which have been incurred by Concessionaire, or with respect to which Concessionaire shall be in default, shall survive such termination or cancellation. TAIT, at its sole discretion, has the right to further extend the Term of this Agreement for up to two (2) consecutive twelve (12) month periods. To exercise such right to extend the Term, the CEO shall give written notice of such election to extend, as to each such extension period, not less than ninety (90) days prior to the date that such extension period would commence. Each such extension shall be on the same terms and conditions as set forth in this Agreement. Notwithstanding the foregoing extension right granted to the CEO, the CEO shall have no right to extend the Term as provided hereinabove if Concessionaire delivers, not less than sixty (60) days prior to the date that such extension period would commence, written notice to TAIT that Concessionaire elects to opt out of the provisions of the Term extension (the "Opt Out Notice"). If Concessionaire delivers the Opt Out Notice to TAIT within the time provided above, the CEO's right to extend the Term hereunder shall be of no force or effect. In the event Concessionaire fails to deliver the opt Out Notice to TAIT within the time provided above, Concessionaire shall have no further right to opt out of the Term extension.

Section 2.2 **Early Termination.** TAIT shall have the right to terminate this Agreement early in accordance with Section 3.3 of this Agreement.

Section 2.3 **Continuation Beyond Term.** Upon the expiration of the Term, this Agreement may continue on a month-to-month basis, by mutual written agreement of the parties subject to the terms and conditions hereof or as otherwise agreed.

Section 2.4 **Surrender of Possession; Holding Over.** If Concessionaire shall hold over, (without the consent of TAIT), and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Concessionaire shall be deemed to be a month-to-month tenancy, terminable upon thirty (30) days' written notice, delivered at any time by either party. During any such month-to-month tenancy, Concessionaire shall promptly pay at a rate of 1.25 times the prorated MAG for each month plus all the other rents, fees and charges required by this Agreement. All other provisions of this Agreement shall apply to said month-to-month tenancy.

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Concessionaire's right to use the premises, facilities, rights, licenses, services and privileges herein granted shall cease, and Concessionaire agrees to surrender possession of Leased Premises peacefully and promptly to TAIT in as good condition as existed at the effective date of this Agreement, ordinary wear, tear and obsolescence only accepted.

Article III. **Leased Premises**

Section 3.1 **Sublease of Premises.** TAIT, for and in consideration for the punctual payment of the Rents, Fees and Charges required of Concessionaire in this Agreement and each of the conditions, covenants, and terms of this Agreement to be kept and performed by Concessionaire, hereby leases the following premises to Concessionaire for its exclusive use and the Concessionaire hires and takes from TAIT, upon the conditions, covenants, and terms set forth in this Agreement, all of which Concessionaire accepts:

If Concessionaire was awarded a "Counter Only" option for this agreement, Concessionaire agrees that its Premises shall include only Section 3.1.1 below unless notified of vacancies in writing by the CEO. Concessionaire may/must enter a separate ground sublease agreement with TAIT and construct the necessary improvements for their rental car operations and bus customers to that location.

Section 3.1.1 **Customer Service Counter and Back Office Space.** Concessionaire's Customer Service Counter and Back-Office Space area is designated in Exhibit "B1". attached hereto and made a part of this Agreement. There shall be no re-allocation of Customer Service counter and Back-Office space during the Term of this Agreement and any extension Term thereof. These Premises shall be used by Concessionaire for the sole purpose of conducting business activities pursuant to this Agreement.

If a Customer Service Counter and Back-Office Space Area becomes vacant during the Term hereof, the CEO will notify all of the Airport rental car concessionaires in writing of the vacancy and will offer the Airport rental car concessionaires the opportunity to relocate to the vacant area in descending order of the highest to lowest Transaction Share for the prior Agreement Year (or in descending order of Minimum Annual Guarantee for Agreement Year 1 if the vacancy occurs in the first Agreement Year). Costs associated with the relocation to any Customer Counter and Back-Office Space area are the responsibility of the relocating Concessionaire. If none of the Airport rental car concessionaires choose to relocate to the vacant area, then the CEO shall have the right to leave the space vacant or use it for other purposes as determined by TAIT.

Section 3.1.2 Ready/Return Car Facilities. The Ready/Return Car Facilities on the second (2nd) level of the Garage include approximately Five Hundred and Ninety-Three (593) Ready/Return Car stalls with associated paving, general area lighting, striping, and internal circulations. Concessionaire's Ready/Return Car Facilities are depicted in Exhibit "B2". The Ready/Return Car stalls shall be used by Concessionaire for the sole purpose of conducting business activities pursuant to this Agreement.

Section 3.1.3. Reallocation of Ready/Return Car Facilities. The Ready/Return Car Facilities may be subject to reallocation amongst Concessionaire and the other concessionaires at the end of the twenty-ninth (29th) month anniversary of the commencement date of this Agreement. At that time, TAIT will review the Transaction Share percentage of each of the Concessionaires, and if any Concessionaire's Transaction Share has changed from the beginning of the Agreement Term, then TAIT will reallocate the Ready/Return Car Facilities. Provided however, the reallocation will occur only if there has been a percentage change in any Concessionaire's Transaction Share such that the reallocation can be accomplished by shifting stalls by blocks of 4 lanes of 4 stalls each, beginning at the last row (6th) at the back of the garage and moving forward through the 4th and 5th to the third (3rd) row from the terminal side of the garage, and subject to possible variations based on practical and physical considerations relating to the layout of the space.

Should the CEO serve written notice on Concessionaire that Concessionaire must surrender ready/return car stalls because of the reallocation, Concessionaire agrees that it must take or cause to be taken all actions as may be required to affect the reallocation as directed by TAIT not later than thirty (30) days after receipt of the CEO's written notice. Concessionaire shall be responsible for removing its trade fixtures and other personal property out of the surrendered area during such thirty (30) day period.

If Ready/Return Car Stalls become vacant during the Term hereof, the CEO will notify all of the concessionaires in writing of the vacancy and will proportionately reallocate the Stalls, to those concessionaires expressing interest in adding ready/return car stalls, based on Transaction Share for the most immediate 12 month period available (or in descending order of the Minimum Annual Guarantee for Agreement Year 1 if the vacancy occurs in the first Agreement Year), the additional stalls. Concessionaire shall notify TAIT in writing of its desire to lease the vacant stalls within thirty (30) days of receiving such notice. If none of the Airport rental car concessionaires

chooses to add the additional stalls, then the CEO shall have the right to leave the stalls vacant or use them for other purposes as determined by TAIT.

There will be no reallocation of Ready/Return Car Facilities during the Term of this Agreement and any extension Term thereof.

Section 3.1.5 Quick **Turnaround Facilities.** Quick Turnaround Facilities will consist of fuel, wash and vehicle stacking and staging stalls (collectively referred to as the "QTA") on grade adjacent to the Airport Terminal Complex. Concessionaire's QTA area is designated in Exhibit "B3" attached hereto and made a part of this Agreement. There will be no reallocation of Quick Turnaround Facilities during the Term of this Agreement and any extension Term thereof.

If a vacancy in the QTA occurs during the Term of the Agreement including any underutilization of premises pursuant to Section 3.4 below, the CEO will notify all the concessionaires in writing of such vacancy. Interested concessionaires must notify TAIT in writing of their desire to lease the vacant area, for the purpose of adding the vacant area to its Leased Premises, within thirty (30) days of receiving such notice. If more than one (1) concessionaire desires to add the vacant QTA, then the concessionaire with the highest Transaction Share shall have first right of refusal, the second highest shall have the second right, and so on. If no concessionaire wishes to lease a vacant QTA area, then the overflow parking/storage area within the vacant QTA area will be offered to each concessionaire, as overflow parking/storage space, in order of Transaction Share, highest to lowest Transaction Share. If no concessionaire desires the vacant space, then the CEO shall have the right to leave the QTA area vacant or use it for other purposes as determined by TAIT

Section 3.2 **Underutilization of Facilities.** Notwithstanding any other provision of this Agreement, in the event Concessionaire ceases operations at any part of its Leased Premises for more than one hundred twenty (120) consecutive days for any reason other than repairs or by reason of Force Majeure, TAIT may, but is not required to, recover possession of that part of the Leased Premises by giving Concessionaire thirty (30) days written notice of such election, and upon such repossession, Concessionaire will have no further obligations to TAIT under this Agreement for said space which shall be deleted from Exhibit "B-1", "B-2" or "B-3" as required.

Section 3.3 **Relocate Rental Car Facilities.** During the Term of this Agreement, TAIT may determine that it is in the best interests of the Airport and the traveling public to relocate all or a portion of the rental car facilities at the Airport, including the Ready/Return Car Facilities, Customer Service Counter and Back Office Space, and QTA areas that are owned by TAIT and leased to the concessionaires. In the event such determination is made, TAIT shall have the right, at its sole discretion, to decide the following: (a) if the use and occupancy of some or all of the relocated facilities should be conducted through an amendment to this Agreement or (b) if TAIT should exercise its right to terminate this Agreement early as provided in and pursuant to Section 2.2, in which case it shall provide written notification thereof at least one hundred and eighty (180) days prior to the early termination date. If this Agreement is terminated early due to relocation of the rental car facilities, TAIT shall reimburse Concessionaire the unamortized value of the costs of construction that were provided to TAIT in accordance with Section 5.1 hereof using straight-line depreciation over five (5) years from the date of substantial completion of

Concessionaire's Improvements, as approved by TAIT. TAIT reserves the right, at its discretion, to use CFC funds for such purposes to the extent such funds remain still available.

Should the CEO serve written notice on Concessionaire that Concessionaire is to be relocated, Concessionaire agrees that it shall take or cause to be taken any or all actions as may be required to vacate its present Leased Premises and surrender the same to TAIT within the time frame established by TAIT, and Concessionaire shall be responsible for removal of property in accordance with Section 5.5 hereof.

Section 3.4 **General Use of the Airport.** Concessionaire shall be entitled to use, on a non-exclusive basis, public areas and roadways at the Airport. Concessionaire shall have ingress to and egress from the Leased Premises over Airport roadways, subject to such rules, regulations and fees of uniform application as may be established by TAIT, TAA, or City, respecting the use of such roadways, except when said roadways are closed on a temporary basis for repairs, rehabilitation, or any other reasonable purpose. TAIT and TAA reserve the right to close any means of ingress and egress so long as other comparable means of ingress and egress to the Leased Premises are available to the Concessionaire.

Article IV.

Grant of Concession Privilege; Use of Premises and Reservations

Section 4.1 **License for Concession.** TAIT hereby grants to Concessionaire and Concessionaire shall have the following privileges, uses, and rights, subject to the conditions, covenants, and provisions herein set forth: the non-exclusive right, license, obligation, and privilege to operate a high-quality, well-managed, efficiently run rental car concession at the Airport for the purpose of renting automobiles to airline passengers and such other persons who may request such service at the Airport. Concessionaire shall have the right to conduct and operate and shall be required to conduct and operate a rental car concession business from the Airport Terminal Complex at the Airport under the Brand Name(s) as approved in its Proposal dated November 2024, and no others, as set forth in Exhibit "E."

Section 4.2 **Operational Assurances and Requirements.** Concessionaire hereby acknowledges and understands that its primary obligation and responsibility and TAIT's primary purpose in granting to Concessionaire the license for the concession set forth in Section 4.1 hereof, is to provide well-managed, first-class, high-quality rental car facilities and services to the public at the Airport. To carry out this obligation and responsibility, Concessionaire shall use the Leased Premises and operate its concession pursuant to the license herein granted in compliance with all the requirements of this Agreement. Specifically, Concessionaire must adhere to the following:

Class I Assurances – Customer Service

- 1) Furnish any and all services at the Airport on a fair, equal, and not unjustly discriminatory basis to all users thereof and charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided, however, that Concessionaire, except to the extent it may be otherwise prohibited in this Agreement, shall be

- allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if any;
- 2) Ensure that physically disabled customers are provided the necessary assistance throughout the rental process, including while waiting in customer service queue lines and crossing roadways, either through personnel dedicated to providing that service or contracting with a third-party passenger assistance company;
 - 3) Ensure that its representative agents, servants and employees are well-trained, neatly uniformed (including identification), polite, efficient and inoffensive while providing rental car service at all of its designated customer service locations within the Airline Passenger Terminal Complex;
 - 4) Prohibit misrepresentation to the public of its prices or terms and provisions of its rental agreement contracts or those of its competitors. Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and all other governmental agencies having jurisdiction thereof. Concessionaire shall fully inform each customer, prior to the execution of such customer's rental agreement contract, of all rates and fees applicable to such customer's rental. Concessionaire (including its employees, agents, and representatives) shall not refer to any rents, fees, or charges required to be paid hereunder as an Airport tax or customer tax. Said rents, fees, and charges may only be referred to or characterized by the terminology as used in this Agreement or as approved in advance in writing by the CEO;
 - 5) Provide each employee with customer service training;
 - 6) Conduct its rental car business at the Airport to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business on the Airport. Concessionaire shall not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of the rental car service of Concessionaire or its competitors or which would be incompatible to the best interest of the public at the Airport. The CEO shall have the right to resolve all such disputes, disagreements, or conflicts; and his determination thereof shall be final, conclusive, and binding upon Concessionaire;
 - 7) Monitor its employees, agents, and representatives to ensure the maintenance of a high standard of quality service to the public. Upon written notice by the CEO to Concessionaire that any person employed or representing Concessionaire at the Airport is, in the CEO's opinion, behaving in a manner detrimental to the best interest of the Airport, Concessionaire shall, within twenty-four (24) hours thereafter, take all steps within its power to eliminate all such objectionable behavior;
 - 8) Provide rental car services under the Brand Name(s), which it owns or is licensed to operate as authorized under this Agreement

Class II Assurances – Safety

- 1) Prohibit its agents, servants or employees from operating vehicles in either a reckless, unsafe, or unlawful fashion, including operation of a vehicle without possession of a valid driver license;
- 2) Provide each employee engaged in the movement of its Automobiles with a continuing program of training in the safe and courteous operation of Vehicles in and around the Airport Terminal Complex area, including, but not limited to Ready/Return Car Facilities, the QTA service areas, parking facilities and roadways. Concessionaire

acknowledges that TAIT shall utilize Title 1, Tulsa Revised Ordinances, Section 300, to enforce speeding tickets and TAIT will provide monthly reports of speeding tickets and other infractions;

Class III Assurances – General Operations

- 1) Maintain standards of quality, service, and products consistent with like or similar rental car concessions at modern airports throughout the United States, including making available an adequate number of automobiles at the Airport to meet the reasonable demand of the public at all times, and ensuring such automobiles are no more than two (2) model years older than the current model year, well-maintained and in good operating condition, inside and out. All maintenance of Concessionaire's Automobiles must be performed at a service center on Airport or within the Tulsa Standard Metropolitan Statistical Area (SMSA) and not within Concessionaire's Leased Premises;
- 2) Make its services available to all users and patrons of the Airport seven (7) days a week, with full operations to begin at least one (1) hour before the first scheduled daily airline flight departure and to terminate no earlier than one (1) hour after the last scheduled or delayed daily airline flight arrival at the airport when Concessionaire has existing confirmed rental car reservations (regardless whether those reservations include flight information);
- 3) Prohibit diversion of any rental car business generated at the Airport to another location in Tulsa County or the adjacent surrounding counties, acknowledging that said diversion would limit and reduce the lawful revenue due to TAIT;
- 4) Prohibit installation of display signage or banners in the Leased Premises unless approved in advance in writing by the CEO;
- 5) Operate its business upon the Airport so that a duplicate rental agreement contract shall be issued with each transaction that accurately and completely records Gross Revenues, as defined herein, and which indicates those charges (by purpose and amount) that are excluded from the definition of Gross Revenues. Such duplicate rental agreement contracts shall be considered part of the Concessionaire's books and records of accounts and shall be retained pursuant to Section 6.6 of this Agreement;
- 6) Not act as service agent for, or supply Automobiles for another entity renting or leasing Automobiles, unless authorized in writing by the CEO;
- 7) Not receive its customers at any on Airport location other than the Airport Terminal Complex or at the Fixed Base Operator without the CEO's prior written approval;
- 8) Prohibit, except where authorized in writing by the CEO, the sale of fuel to any other person/entity or service at the Airport, or park or store any Vehicles at the Airport other than those Vehicles used by Concessionaire in its business at the Airport. Should any such activities be approved as herein provided, the business transaction therefrom shall be subject to the requirements of this Agreement and Gross Revenues therefrom shall be subject to the payment by Concessionaire of the same Percentage Fee on Gross Revenues for on Airport rental car concession operations as are

established by this Agreement, or such other fee as the parties may agree upon by written amendment to this Agreement;

- 9) Neither advertise the sale of, show nor sell Automobiles at the Airport without the prior written approval of the CEO;
- 10) Prohibit its customers and employees from utilizing the Leased Premises as a parking area or for any other purposes other than those specifically licensed pursuant to this Agreement.

Noncompliance by Concessionaire with the Operational Assurances and Requirements set forth in this Section 4.2 shall constitute a material breach hereof, and, in the event of such noncompliance or continued noncompliance shall be subject to the liquidated damages set forth in Section 4.3, below, and further, constitute an event of default pursuant to Section 10.1(j) hereof and TAIT shall have the right to terminate this Agreement as set forth in Section 10.2 without liability therefor or shall have the right to judicially enforce the Operational Assurances and Requirements set forth herein in TAIT's sole discretion.

Section 4.3 Liquidated Damages – Non-Compliance of Operational Assurances and Requirements. Concessionaire's failure to comply with the Operational Assurances Requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, affect the reputation of good customer service, adversely affect the overall business of the Airport, and may harm the Airport's reputation. Additionally, non-compliance of the Operational Assurance Requirements will cause TAIT resources to be expended in addressing any non-compliance of this Agreement by Concessionaire. The parties hereby agree that actual damages sustained by TAIT for non-compliance of the Sections of this Agreement listed below could be significant and difficult to quantify. Therefore, the parties agree the liquidated damages set forth below for non-compliance of certain terms and provisions of this Agreement are a reasonable calculation of actual damages and reasonable estimates of the damage incurred by TAIT, and not a penalty. Concessionaire, therefore, hereby agrees that assessment of these liquidated damages is fair and reasonable, and Concessionaire agrees to pay to TAIT the following liquidated damage amounts upon the finding of non-compliance any of the following occurrences, within three (3) business days upon demand by TAIT:

Class I	Customer Service	\$500.00 per occurrence \$750.00 per occurrence during holiday travel
Class II	Safety	\$1,000 per occurrence
Class III	General Operations	\$ 500.00 per occurrence \$750.00 per occurrence during holiday travel

Except for failure to follow agreed to minimum operating hours, which shall accrue immediately and without notice upon non-compliance, other liquidated damages shall not be imposed unless the non-compliance continues for more than three (3) calendar days after TAIT has given Concessionaire written notice of the non-compliance; provided, however, after TAIT has given Concessionaire notice of the same

non-compliance of Operational Assurances and Requirements of this Agreement more than three (3) times during any given Agreement Year, the liquidated damages shall be immediately assessed with no advanced opportunity to cure to avoid the liquidated damages. Additionally, after three (3) instances of non-compliance of the same Operational Assurance and Requirement of this Agreement in the same Agreement Year, TAIT has the right, at its sole option, to assess liquidated damages and seek any other remedies available to it for an Event of Default under Section 10.1, including termination of this Agreement. If Concessionaire can demonstrate unforeseen circumstances beyond Concessionaire's reasonable control that caused Concessionaire to be in non-compliance with the Operational Assurances and Requirements described in this Section 4.3, Concessionaire may request that TAIT take such circumstances into consideration by submitting to TAIT a written request which outlines and explains the circumstance in detail. TAIT will review such request before assessing liquidated damages or taking any other action that it is entitled to take under this Agreement.

Section 4.4 **No Joint Venture or Partnership.** This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between TAIT and Concessionaire, (b) to give TAIT any interest in the business of Concessionaire, or (c) to grant to Concessionaire any powers as an agent or representative of TAIT, TAA, or the City for any purpose or to bind TAIT, the TAA, or the City.

Section 4.5 **Quiet Enjoyment.** Unless Concessionaire defaults in its obligations hereunder, it shall have quiet enjoyment of the Leased Premises. PROVIDED, HOWEVER, TAIT MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR THAT THEY WILL BE SUITABLE FOR CONCESSIONAIRE'S PURPOSES AND NEEDS. BE IT FURTHER PROVIDED, that TAIT reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter, and expand the Airport and all roadways, parking areas, terminal facilities, and aircraft operating areas as it may reasonably see fit, free from any and all liability to Concessionaire for loss of business or damages of any nature whatsoever to Concessionaire occasioned during the making of such improvements, repairs, alterations, reconstructions, and additions to the Airport.

Section 4.5 **Avigation Easement, Waiver and Release.** TAIT reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or Governmental Requirements, together with the right to prevent Concessionaire or any other person from erecting or permitting to be erected any antenna, equipment, building, or other facility or structure on the Airport (other than buildings or facilities to be constructed in compliance with and pursuant to the plans and specifications approved pursuant to Section 5.2 hereof or except with the prior written approval of the CEO), which would conflict with such standards or Governmental Requirements. TAIT also reserves for itself, TAA, and City, and their lessees and licensees, an avigation easement in, over and across the airspace above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors, and other aviation-related activities.

CONCESSIONAIRE SHALL WAIVE, REMISE, AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH CONCESSIONAIRE MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST TAIT, TAA, OR CITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES, AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE

OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE LEASED PREMISES.

Concessionaire shall (a) not allow any tree or other vegetation to remain on the Leased Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) not use, permit, or suffer the use of the Leased Premises in such a manner as to create electrical interferences with radio communication to or from any aircraft or between any Airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between Airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off, or maneuvering of aircraft; (c) not permit the construction of any facility or Improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which federal funds have been expended.

"Airspace" means, for the purposes of this Section, any space above the ground level of the Leased Premises. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion which powers said aircraft in flight. It is understood and agreed that the covenants and agreements in this Section shall run with the land.

Section 4.6 Airport Security.

A. If required by law, Concessionaire shall obtain employee identification badges for all personnel in accordance with the provisions of federal regulations and other laws, rules and regulations or TAIT policies. If Concessionaire is responsible for a security violation, Concessionaire may be subject to fines, suspension of access to the sterile area, SIDA or AOA and the cost of correction and reinstatement of privileges to any secure areas of the Airport. Concessionaire shall also be responsible for conducting a security background access investigation on each employee requiring unescorted access to the Airport secure areas. Concessionaire shall regulate such access in compliance with all applicable provisions of Title 49 Code of Federal Regulations Section 1542, "Airport Security," (previously 14 CFR Part 107) all other applicable laws, rules and regulations governing the Airport and TAIT's Airport Security Program approved in accordance with said regulations. Concessionaire is to complete and submit necessary paperwork related thereto and said Airport Security Program is incorporated herein by reference, as if fully made part hereof.

B. Concessionaire recognizes its obligation to comply with all federal security and all Airport rules and regulations. Concessionaire shall be solely responsible for the payment of all penalties and fines which may be levied by the TSA for violation of any Federal Transportation Security Rule or Regulation, arising from or relating to Concessionaire's failure to perform its security responsibilities or for any such security violation.

C. Concessionaire is responsible for paying for all badges issued and shall maintain control of all issued badges as required by the FAA. Concessionaire shall be subject to a non-refundable reissuance fee if any such badge is lost or not returned to TAIT when required. If Concessionaire

has more than three (3) non-returned or lost badges, the non-refundable reissuance fee may be double for each offense and TAIT may have the right to limit the number of badges issued to Concessionaire.

Section 4.7 **Limitations on Signage.** Without the prior, written approval of the CEO, Concessionaire shall not erect, maintain, or display signs of advertising or graphics at or on the exterior parts of the Leased Premises, or in or on the Leased Premises, to be visible outside the Leased Premises. Exterior signs affecting public safety and security shall be in accordance with established TAIT and FAA standards. If the CEO has not given approval, Concessionaire shall remove, obliterate, or paint out all such advertising signs, posters, graphics, and similar devices placed by Concessionaire on the Leased Premises within five (5) days of receipt of written notice from the CEO. In event of a failure by Concessionaire to so remove, obliterate, or paint out every sign, poster, graphic, or piece of advertising and to restore the Leased Premises to its prior condition, TAIT may perform the necessary work and Concessionaire shall pay the cost thereof, plus a fifteen percent (15%) administrative fee, to TAIT on demand.

Article V. **Improvements to the Premises**

Section 5.1 **Improvements by Concessionaire.** Concessionaire shall provide, construct, and install on the Leased Premises at its sole cost and expense, all Improvements necessary and appropriate to operate the concession in a manner adequate to serve fully the convenience and necessity of the traveling public. The quality level, design, and appearance of such Improvements shall both conform to the Airport architectural design criteria and be consistent with a first-class, modern, high-quality concession.

Within one-hundred and twenty (120) days following the completion of the Concessionaire's Improvements undertaken during the Term of this Agreement, the Concessionaire shall submit to TAIT written evidence of the "costs of construction" of such Improvements for review and approval. Such costs of construction shall mean and include all costs, fees and expenses paid, incurred or to be incurred to third parties by the Concessionaire in connection with the design, development, financing and construction of Concessionaire's Improvements at the Leased Premises. Failure to provide such costs of construction as required herein shall void any buyout responsibilities established in this Agreement.

Section 5.2 **Improvements Plans and Specifications.** All plans and specifications for new improvements on the Leased Premises shall be prepared by Concessionaire in compliance with all Governmental Requirements, including an airspace study (FAA 7460-1). Concessionaire shall furnish to TAIT copies of permits and licenses and insurance certificates needed prior to construction. A Tenant Construction or Alteration Application, provided by TAIT, along with plans and specifications shall be submitted by Concessionaire to TAIT for approval.

Thereafter, TAIT shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Concessionaire of any exceptions thereto. Each exception and the grounds therefor shall be stated separately. Concessionaire shall have a reasonable time thereafter within which to make any revisions to the plans and specifications to resolve TAIT's

exception. Upon TAIT's receipt of the final plan, specifications, permits, licenses, applicable insurance, and completed application, TAIT shall have thirty (30) days within which to approve or reject Concessionaire's revised proposal. After TAIT's approval of the final plans, specifications and completed application, Concessionaire will be issued a Notice-to-Proceed for construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Concessionaire shall furnish to TAIT one (1) complete set of reproducible "as built" plans and specifications.

Concessionaire acknowledges that its own general liability insurance does not cover hired work of the Concessionaire and agrees that it will procure or cause the contractor to procure general liability, auto, and worker's compensation and other such insurance pursuant to the provisions set out in the Tenant Construction or Alteration Application process.

Section 5.3 **Quality of Improvements**. All Improvements installed on the Leased Premises shall be of first-class quality. Any and all equipment, fixtures, and security enclosures or other property permanently affixed to the Leased Premises shall become an integral part of the Leased Premises and title to the same shall pass to TAIT upon installation or construction. All other equipment, trade fixtures, and personal property shall remain the property of Concessionaire.

Section 5.4 **Modifications**. Concessionaire shall not make any modifications or changes to the completed facility or construct any further Improvements at the Leased Premises without the prior written approval of the CEO and then only in accordance with such plans and terms as said CEO may first approve.

Section 5.5 **Removal of Property**. Upon expiration or early termination or cancellation of this Agreement, Concessionaire shall forthwith, at its own expense, remove all of its personal property, equipment, trade fixtures, devices, and appurtenances thereto and any other portions of the facility or structural components installed by Concessionaire that are readily removable from the Leased Premises without damaging said Leased Premises, provided, however, that no installed or extended utility lines or facilities or any other structures or appurtenances permanently affixed to the Leased Premises that are not removable without damage to the Leased Premises shall be removed therefrom unless TAIT expressly directs Concessionaire to do so.

Section 5.6 **Damage to Leased Premises**. Any damage incurred to the Leased Premises on account of removal by Concessionaire of any item or portion of the facility or appurtenances thereto or otherwise caused by Concessionaire or its agents, employees, invitees and licensees, shall be promptly repaired by Concessionaire at its sole and own expense and the Leased Premises restored to the condition in which it was received by Concessionaire at the commencement of this Agreement, ordinary wear and tear excepted.

Section 5.7 **No Liens or Encumbrances**. Concessionaire shall well, truly, and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material by it or on its behalf for construction of any Improvements constructed or installed under this Agreement and all bills, costs, or claims of whatever kind, which may at law or equity, become a lien upon said work, or a claim against TAIT; provided, however, that Concessionaire may contest the amount or validity of any claim without being in default of this Agreement upon

furnishing security satisfactory to counsel for TAIT, guaranteeing such claim will be properly discharged forthwith, if such contest is finally determined against Concessionaire.

Article VI.

Rents, Fees and Charges

Section 6.1 Payment of Concession Fee, Percentage Fee and Minimum Annual Guarantee.

Section 6.1.1 **Concession Fee** is the fee Concessionaire pays to TAIT for the rights and privileges granted under this Agreement and is the greater of the Percentage Fee or the MAG established for the Agreement Year.

Section 6.1.2 **Minimum Annual Guarantee.** The MAG for the first year of the Term of this Agreement shall be _____ Dollars (\$_____.00). The MAG for each subsequent year of the Agreement shall be eighty-five percent (85%) of the prior Agreement Year's payments of the Percentage Fee which is ten percent (10%) of the prior Agreement Year's reported Gross Revenue, but never less than the MAG for the first year of the Term hereof.

Although the new MAG will be effective as of March 1 of each year, TAIT will not finalize calculation of the new MAG until sometime thereafter. Once the new MAG has been calculated by TAIT, based upon information supplied to TAIT by Concessionaire, TAIT will send Concessionaire written notice of the new MAG amount. If an amount is due within thirty (30) calendar days of the date of that written notice, Concessionaire shall pay TAIT the difference, or TAIT will refund Concessionaire the difference, between any previously invoiced MAG amount in the current Lease Year and the new MAG amount, depending upon whether the new MAG amount is more or less than the previous MAG invoiced.

Section 6.1.2 **Percentage Fee.** The Percentage Fee is computed as ten percent (10%) of Concessionaire's annual Gross Revenues of all the brands operated by the Concessionaire under this Agreement as reported monthly.

Section 6.1.3 **Definition of Gross Revenues.** Gross Revenues as used herein shall mean the total of all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport or for the rental of Vehicles, provision of services to persons picked up at the Airport by or on behalf of Concessionaire, except only as hereinafter specifically excluded. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers, net of any discounts, coupons or credits, separately stated, at the time the rental vehicle is returned, for all sales made and services performed for cash, credit or otherwise in connection with Automobile and Vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of Vehicles and without regard to the manner in which or place at which the Vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the Vehicles or other products are returned to the Airport or to some other location.

- A. Gross Revenues specifically shall include, but not be limited to, all the following:
- a. Time and mileage charges and separately stated fees for the rental and short-term leasing of Vehicles and other related or incidental services made at or from the Airport regardless of where Vehicles or services are delivered or returned;
 - b. All amounts paid or payable to Concessionaire by its customers for acceptance of a collision damage waiver ("CDW"), a loss damage waiver ("LDW"), or insurance including personal effects coverage ("PEC"), personal accident insurance ("PAI"), baggage insurance, supplemental liability insurance, safe trip insurance, extended protection, and any other insurance offered to customers;
 - c. Fuel service charges, prepaid fuel, fuel replacement fees waiver, and any and all other types and kinds of charges for fuel, fuel replacement, and fuel service whether at the commencement or end of the rental;
 - d. Net fees generated from the rental or sale of mobile telephones, computerized navigation, and similar services of whatsoever nature now or hereafter, such net fees to be determined as the difference between actual selling price to customers and actual costs to Concessionaire for the purchase of said goods or services;
 - e. Concession recovery fees charged to customers (not to exceed 11.11% of other charges on customers' rental agreements that are included in Gross Revenues);
 - f. Charges for coupons and vouchers purchased in advance, or invoiced after use, but not discounts, coupons, or credits, separately stated, at the time the rental vehicle is returned which shall be excluded from gross revenues;
 - g. Fees for the Charges for driver's age, additional driver(s), Vehicle upgrades, Vehicle exchanges, late fees, guaranteed reservations, child/infant car seats or restraints, ski racks, bicycle racks, recreational gear including bikes, ski equipment, boating equipment, fishing tackle, golf clubs, and personal computers, facsimile machines, and other vehicle accessories or any other services of whatsoever nature offered to customers now or hereafter;
 - h. Inter-city fees and drop charges for the privilege of renting a Vehicle at Concessionaire's Airport location and returning the Vehicle to a different location;
 - i. Fees generated from contractual services provided by Concessionaire to other Airport concessionaires, users, or third parties, as approved in writing by the CEO;
 - j. Proceeds from the long-term lease of Vehicles;
 - k. Revenue received from airlines, travel agents or other entities that are part of any promotion featuring free or reduced rate Vehicle(s) rentals as part of a package;
 - l. Energy surcharges and other cost recovery related charges to customers, including charges for electric vehicle charging; and

- m. Other charges to customers that are not specifically excluded herein.
- n. All amounts net of customer discounts and coupons if said discounts and coupons are separately stated and itemized on the customer rental agreement or contract paid or payable for a vehicle originally rented at the Airport at the time the vehicle is returned, even if the rental agreement for such vehicle may have been renewed at another location.

For computing Gross Revenues, no deduction shall be allowed from Gross Revenues for the payment of franchise taxes, income taxes, or other taxes levied on the activities, facilities, or real or personal property of Concessionaire or the Concession Fees paid or payable by Concessionaire to TAIT hereunder.

B. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- a. Federal, state, county, city, and municipal sales, use, and excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated and collected from customers of Concessionaire;
- b. Any amounts received by Concessionaire and conveyed to TAIT as a customer facility charge ("CFC") pursuant to Section 6.3 hereof or Supplemental Facility Fee in Lieu of or in Addition to the CFC pursuant to Section 6.3.4 hereof;
- c. Amounts received as insurance proceeds or customer reimbursements for the damages, loss, conversion or abandonment of Vehicles or other property of Concessionaire;
- d. Carbon offset fees voluntarily paid by the rental car customers and collected by Concessionaire to the extent such fees are collected and passed through to a third party to fund environmental initiatives;
- e. Amounts received by Concessionaire from the sale or disposal of Concessionaire-owned equipment or Vehicles; and
- f. Any charges collected from customers for payment and the administration thereof of parking tickets, tolls and toll violations, traffic and red-light tickets, and towing and storage charges to the extent such collections are paid by Concessionaire to satisfy such charges.

All exclusions shall be segregated by rental agreement contract number.

C. Concessionaire shall have the right to conduct all or part of its business on a credit basis, provided that the risk of such operations shall be borne solely by Concessionaire, and Concessionaire shall pay Concession Fees on such credited amounts and report all Gross Revenues, both cash and credit, in a monthly statement to TAIT.

Section 6.1.4 Payments/Reports.

A. Payment of Concession Fee. On or before the twentieth (20th) day of each month during the Agreement Year without demand or notice, Concessionaire shall pay the greater of:

- a. one-twelfth (1/12) of the applicable MAG for the previous month or
- b. the Percentage Fee for the previous month.

For the March 2025 payment, the calculation for the Concession Fee shall be based on the February 2025 MAG and Percentage Fee payable under the Prior Agreement. Concessionaires not a party to the Prior Agreement will submit one-twelfth (1/12) of the applicable MAG amount.

B. Monthly Reports. Concurrently therewith, Concessionaire shall furnish to TAIT a written statement, ("monthly report"), clearly illustrating and setting forth (a) Concessionaire's entire Gross Revenues for the previous month by Brand and the total of all Brands and Concessionaire's calculation of the Percentage Fee then applicable as set forth herein of the MAG whichever is greater; (b) separately identifies any rents, credits or reimbursements; (c) CFC collections for the previous month by Brand; and (d) the number of rental car transactions and rental car Transaction Days occurring during the previous calendar month by Brand. The monthly report must be signed by an authorized official of the Concessionaire. The number of rental car transactions and rental car Transaction Days reported by Concessionaire shall be maintained by TAIT as confidential, proprietary, commercial information and will not be released to others outside of TAIT without the prior written approval of Concessionaire except as required under the Oklahoma Open Records Act, 51 O.S. §24A.1 *et seq.*, as referenced in Section 9.6 hereof; provided, however, aggregate totals of such rental car transactions and rental car Transaction Days by all Airport rental car concessionaires may be provided as public information by TAIT without such approval. Concessionaire shall use the monthly report form approved by the CEO as illustrated on Exhibit "C" for said monthly reports, which is subject to change from time to time. If the Percentage Fee shall exceed the MAG amount actually paid to TAIT for the previous month, Concessionaire shall remit the difference, together with its monthly report. The monthly report will be sent electronically to concessionreports@tulsairports.com.

C. Annual Reports. At the end of each Agreement Year or portion thereof, of the Term in which the total payments paid to TAIT:

- a. Exceed the applicable MAG for the Agreement Year or portion thereof as provided in Subsection 6.1.1 of this Section; and
- b. Exceed the applicable Percentage Fee as set forth in Subsection 6.1.1 of this Section for the year of the Agreement;

Then, at the end of each Agreement Year of the Term of the Agreement, TAIT shall use the form attached as Exhibit "D" and credit to Concessionaire the difference between total payments actually paid to TAIT and the applicable fees for that year of the Agreement as set forth herein. At the end of the final Agreement Year, and after a closing audit by TAIT, TAIT shall refund to Concessionaire the difference between total payments actually paid to TAIT and the applicable rentals or fees for that year of the Agreement as set forth herein.

Section 6.2 Rents.

Concessionaire shall pay to TAIT rents for Concessionaire's leased premises, which are fully outlined and illustrated in Exhibit B-1 through B-3, as applicable.

Section 6.2.1 Rents for Customer Service Counter and Back Office Space Area.

The terminal rental rate for the first year of the Agreement is One Hundred Twenty-five dollars and eighteen cents per square foot per year (\$125.18 psfpy) for Customer Service Counter and Ninety-three dollars and eighty-eight cents per square foot per year (\$93.18 psfpy) for Back-Office Area leased by Concessionaire. Such rates shall be adjusted annually in accordance with the approved Schedule of Rates, Fees and Charges effective each July 1 of the Term hereof by TAIT.

One-twelfth (1/12th) of the annual rents will be due and payable to TAIT in advance and without demand on the first day of each calendar month, except that rent for any partial calendar months during the Term hereof will be prorated.

Section 6.2.2 Rents for Ready/Return Car Parking Spaces. The annual rate for the Ready/Return Car Parking Space leased by Concessionaire shall be three dollars (\$3.00) per space per day, to be adjusted annually by the percentage increase in the Consumer Price Index.

The annual rental rate shall be the rate per year times the number of the ready/return car parking spaces leased during the Term of the Agreement. One-twelfth (1/12th) of the annual rents will be due and payable to TAIT in advance and without demand on the first day of each calendar month, except that rent for any partial calendar months during the Term hereof will be prorated.

Section 6.2.3 Rents for QTA. The annual rate for the QTA area leased by Concessionaire effective on March 1, 2025, is Zero Dollars and Sixty-two Cents per square foot per year (\$0.62 psfpy). One-twelfth (1/12th) of the annual rents will be due and payable to TAIT in advance and without demand on the first day of each calendar month, except that rent for any partial calendar months during the Term hereof will be prorated.

6.2.4. Rental Rate Adjustments. For any Rents under Section 6.2, The annual rental rate adjustment per square foot per year during the Term of the Agreement shall be equal to (a) the effective rental rate per square foot per year multiplied by (b) the most current annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average All Items Index ("Index") published by the United States Department of Commerce. The annual rental rate shall be adjusted to the nearest \$0.01.

If the Department of Commerce should cease to publish the Index in its present form, calculated upon its present basis, Concessionaire and TAIT agree to accept a comparable index concerning the costs of living increases or decreases for the U.S. City Average, or other appropriate area that encompasses the Airport, published by an agency of the United States Government or by a recognized financial institution or economic periodical mutually acceptable.

Section 6.3 Customer Facility Charge ("CFC"). Pursuant to Resolution by the Trustees of TAIT, Concessionaire shall collect a CFC for each Transaction Day for a maximum of fourteen (14)

transaction days. The CFC shall be used for capital improvements including but not limited to major maintenance repairs of the Premises, other capital projects and consulting services relating to rental car operations and/or serving rental car customers. In the event that TAIT raises or lowers the CFC during the Term, Concessionaire agrees to collect the CFC at the new rate without need for any amendment or addendum to this Agreement. TAIT shall provide the Concessionaire with thirty (30) days written notice prior to any such CFC rate adjustment. Concessionaire and TAIT will meet periodically to discuss the uses of the CFC.

Section 6.4 **Additional Fees and Charges.** During the Term hereof, Concessionaire shall pay to TAIT monthly within ten (10) days of invoice, the following additional fees and charges, as the same are applicable to Concessionaire, for the use of services, privileges and facilities at the Airport:

- a. Parking Fee. Concessionaire shall pay to TAIT parking fees for areas designated by TAIT for use by Concessionaire's employees in the amount established annually by TAIT and published in the Schedule of Rates, Fees and Charges, including any amendments at [Leasing Policy and Procedures - Fly Tulsa](#).
- b. Other. Concessionaire shall pay to TAIT such other fees and charges as reasonably may be assessed for all other services, privileges, or facilities used by Concessionaire at the Airport as set forth in TAIT's published schedule of rates, fees, and charges for use of Airport facilities or services.

Section 6.5 **Obligations of Concessionaire Hereunder are Unconditional.** The obligations of the Concessionaire to make the payments required under this Article and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional unless otherwise expressly excused by Section 8.1 or other provisions hereof. The Concessionaire (a) will not suspend or discontinue any payments provided for in Article VI hereof, (b) will perform and observe all of its other provisions and covenants contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Premises, commercial frustration of purpose, any change in federal, State, or local tax laws or other laws, or any failure of TAIT to perform and observe any duty, liability, or obligation, whether express or implied, arising out of or connected with this Agreement, except as otherwise specifically set forth herein. Nothing contained in this Section shall be construed to release TAIT from the performance of any of the agreements on its part herein contained. Concessionaire may, however, at its own cost and expense and in its own name or, if approved by TAIT, in the name of TAIT, prosecute or defend any action or proceeding or take any other action involving third persons that the Concessionaire deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event, TAIT hereby agrees to cooperate fully with Concessionaire and to take all actions necessary to effect the substitution or joinder of Concessionaire for or with TAIT, as the case may be, in any such action or proceeding if Concessionaire shall so request.

Section 6.6 **Maintenance, Inspection and Audit of Books, Records and Equipment.**

Section 6.6.1 Concessionaire shall maintain in accordance with generally accepted accounting practices and principles during each Agreement Year hereof and for three (3) years

thereafter records and books of account recording all transactions at, through, or in any way connected with Concessionaire's licensed activities conducted pursuant to this Agreement. Such records and books of account shall always be kept within the City or at its corporate headquarters. Concessionaire shall permit, during ordinary business hours, the examination and audit by the officers, employees, and representatives of TAIT of such records and books of account. If such books and records shall be located at Concessionaire's corporate headquarters and the same shall not be located within the City of Tulsa, upon notice by TAIT, Concessionaire shall within Thirty (30) days make the same available at TAIT's offices. However, if said books and records are not or cannot be made available in the City of Tulsa, then in that event, Concessionaire shall reimburse TAIT for reasonable travel costs of TAIT's auditor(s) to audit and review the books, records, and accounts at Concessionaire's corporate headquarters to facilitate the inspection of Concessionaire's books and records, documents provided for audit shall be made available in an electronically downloadable format acceptable to TAIT whenever possible. When electronic files do not exist, legible printed copies of books and records must be provided.

Section 6.6.2 Audits of Concessionaire's books, records, and accounts may be undertaken by TAIT or representatives of TAIT, or by a firm of Certified Public Accountants representing TAIT. In the event such audit shall reveal a deficiency of more than two and one-half percent (2.5%) between the annual Airport rents, fees and charges paid during each year of the Term, and the annual Airport rents, fees and charges as determined by TAIT to be due and owing for such period by the audit authorized by this Section, the full cost of the audit shall be borne by Concessionaire, and Concessionaire shall promptly, within thirty (30) days of notice of such discrepancy, pay the costs of the audit and the amount of the discrepancy owing to TAIT in addition to interest thereon at the rate of eighteen percent (18%) per annum on the amount so determined to be due and owing from the date the same should have been paid to the date actually paid to TAIT.

Section 6.7 **Annual Statement**. No later than one hundred and twenty (120) days after the end of each Agreement Year during the Term or any extended period of the Agreement, Concessionaire shall furnish to TAIT the written statement of Concessionaire's Chief Financial Officer or similarly empowered authorized officer of Concessionaire having responsibility for the concession authorized by this Agreement stating that the rents, fees and charges and CFCs paid by the Concessionaire to TAIT pursuant to this Agreement during Concessionaire's Agreement Year are accurate. Such statement shall also include an annual report of the monthly Gross Revenues, separately shown by Brand, as shown on the books and records of Concessionaire that were used to compute the Percentage Fees during the Agreement Year, along with monthly CFC collections separately shown by Brand. An electronic copy of the annual statement will be submitted to the Airport with the written statement.

Section 6.8 **Sales or Use Taxes**.

Section 6.8.1 Concessionaire shall be responsible for the payment of all sales, use, and other taxes (whether in effect at the time of the execution of this Agreement or thereafter enacted) levied upon Concessionaire on account of the business being conducted by Concessionaire at the Airport, together with all interest or penalties levied in connection with

such taxes. Concessionaire shall pay such taxes to the appropriate tax collecting authority on or before their respective due dates.

Section 6.8.2 Concessionaire hereby agrees to indemnify and hold harmless TAIT from and against all claims by any taxing authority that the amounts, if any, collected by TAIT from Concessionaire and remitted to such taxing authority or amounts, if any, paid directly by Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any amount, including interest and penalties, payable by TAIT as a result of such claim.

Section 6.8.3 The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 6.9 **Landlord's Lien**. TAIT shall have the first lien, paramount to all others, on every right and interest of Concessionaire in this Agreement, on all Improvements, equipment, and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rents, fees, charges, taxes, assessments, liens, penalties, and damages herein covenanted to be paid by Concessionaire, and for the purpose of securing the performance, all and singular, of the covenants, conditions, and obligations of this Agreement to be performed and observed by Concessionaire. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma, provided, however, this lien shall not apply to Vehicles used by Concessionaire in the ordinary course of business for rental to its customers.

Section 6.10 **Place of Payments**. All sums payable by Concessionaire hereunder shall be delivered to the following address:

Tulsa Airports Improvement Trust
Department 598
Tulsa, Oklahoma 74182

or made through Automated Clearing House (ACH) payments to:

Bank of Oklahoma
ABA #103900036
Account # 700066431

or made by mailing overnight to the address below:

Bank of Oklahoma
Attn: LOCKBOX DEPT 598
6242 E. 41st Street
Tulsa, OK 74135

, or made to such other address or in such other fashion as may be designated by TAIT from time to time.

Section 6.11 **Delinquencies**. In addition to any remedy available to it hereunder, TAIT may impose as additional rental a delinquency charge on all overdue payments, at the rate of

eighteen percent (18%) per annum or the then maximum rate allowed by law, whichever is greater and allowed by law.

Section 6.12 **Security Assurances.** Concurrently with execution of this Agreement, Concessionaire shall obtain and deliver to TAIT, unless specifically waived in writing by TAIT, a good and sufficient corporate surety company bond or a bank irrevocable letter of credit ("Security Assurance") renewable for the Term hereof. Said Security Assurance shall serve the purpose of securing payment of all sums payable by Concessionaire to TAIT hereunder, will be forfeited in whole or in part to satisfy a Concessionaire liability in the event of Concessionaire's failure to pay any rents, fees, and charges of whatsoever nature due TAIT, and must be conditioned to ensure the faithful and full performance by Concessionaire of all its covenants, terms, conditions and obligations of this Agreement. Upon request of TAIT, Concessionaire shall restore the Security Assurance to its original amount. The Security Assurance in an amount of twenty-five percent (25%) of the MAG, as adjusted annually, shall remain in full force and effect during the Term and any extended period thereof. The form, provisions, and nature of the Security Assurance, and the identity of the surety, insurer, or other obligor, shall be subject to the approval of TAIT. If TAIT and Concessionaire hereafter agree to any amendment or modification of this Agreement, Concessionaire shall, if required by the terms of the Security Assurance, obtain the consent of the surety, insurer, or other obligor hereunder and shall adjust the amount of the Security Assurance to reflect a change in the MAG payable by Concessionaire hereunder. The failure of Concessionaire to furnish (and keep in full force and effect) the Security Assurance, to renew the same, to adjust the amount thereof, or to obtain the consent of surety, insurer, or obligor as heretofore set forth, shall constitute an event of default under this Agreement.

Section 6.13 **Conduct of Business.** Concessionaire shall take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it hereunder, and to not divert or cause to be diverted or allow to be diverted any business of Concessionaire which, in the normal and customary course of business, would be conducted at the Airport.

Section 6.14 **Accord and Satisfaction.** No payment by Concessionaire or receipt by TAIT of a lesser amount than the rents, fees, and charges or payment(s) due to be made by Concessionaire hereunder shall be deemed to be other than a payment on "account" of the rents, fees, and charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rents, fees or charges shall be deemed in accord and satisfaction, and TAIT may accept such check or payment without prejudice to TAIT's right to recover the balance of such rents, fees and charges or to pursue any other remedy provided in this Agreement.

Section 6.15 **Additional Rent – TAIT Advances.** If TAIT has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse TAIT, or if TAIT is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect, or refusal of Concessionaire to perform or fulfill any one (1) or more of the conditions, covenants, or provisions of this Agreement, or as a result of any act or omission of Concessionaire contrary to the conditions, covenants, and provisions, or on account of any negligence or omission of Concessionaire, or its officers, agents, or employees, then Concessionaire agrees to pay the sum or sums so paid or the expense so incurred, including all

interest, costs, damages, attorneys' fees, and penalties and the same may be added to any installment of rent thereafter due hereunder, and each part of the same shall be and become due as additional rent, recoverable by TAIT in the same manner and with like remedies as if it were originally a part of the rents, fees or charges due hereunder.

Section 6.16 **Temporary Abatement of MAG**. If Concessionaire is in full compliance with the terms, covenants and conditions set forth herein, then TAIT may proportionately reduce the Concessionaire's prorated monthly MAG payment provided for in this Article VI if the number of passengers deplaning on scheduled airline flights at the Airport during any three (3) consecutive calendar months, is less than eighty-five percent (85%) of the greatest number of such deplaning passengers in each of the same three (3) consecutive calendar months of (a) the preceding year or (b) the last twelve (12) calendar month period preceding the first Agreement Year of the Term of this Agreement. Such proportionate reduction shall be determined by multiplying the prorated monthly MAG for each qualifying month by the applicable percentage reduction in passengers deplaning on scheduled airline flights at the Airport for such month. Such proportionate reduction of the monthly MAG shall be discontinued when the deplaning passengers for a calendar month equal or exceed eighty-five percent (85%) of the passengers deplaning on scheduled airline flights at the Airport in the same calendar month of (a) the preceding year or (b) the year preceding the first Agreement Year of the Term of this Agreement, whichever year was used in determining the abatement.

Article VII.

Maintenance and Care of Leased Premises

Section 7.1 **Maintenance and Care of Leased Premises**. Concessionaire shall, at its sole cost and expense, do and perform all repair and maintenance necessary to keep the Leased Premises and all of Concessionaire's property and Improvements thereon in a clean, orderly, operational, attractive condition and appearance, as shown in the attached Exhibit "F" entitled Maintenance Responsibility Matrix for the purposes of further explanation but in no event limiting the obligations of Concessionaire. Concessionaire, for the terminal areas only, shall utilize TAIT's independent contractor for janitorial and maintenance services and rubbish, trash or other waste material removal services or utilize its own employees to perform said functions, all of which shall be at Concessionaire's sole cost and expense. TAIT or its authorized representatives may enter upon the Leased Premises, with a 24-hour advanced written notice to Concessionaire, except in the case of emergency, to determine if the maintenance and care of the Leased Premises performed by Concessionaire is satisfactory to TAIT. If, in TAIT's sole judgment, it is determined that said maintenance and care is not satisfactory, TAIT shall notify Concessionaire of same in writing. If said maintenance and care is not then performed to TAIT's satisfaction by Concessionaire within fifteen (15) calendar days following receipt of written notice, TAIT and its representatives shall have the right to enter upon the Leased Premises and perform such maintenance and care and Concessionaire shall reimburse TAIT at TAIT's actual cost plus a fifteen percent (15%) administrative fee within thirty (30) days after invoice from TAIT to Concessionaire. Concessionaire shall not commit or suffer to be committed any nuisance on the Leased Premises. Concessionaire shall maintain the property and Improvements in a safe, clean, orderly, workmanlike, and inviting condition always satisfactory to TAIT. Concessionaire shall not permit the accumulation of any rubbish, trash, or other waste material in or about the Leased

Premises. Provided, however, TAIT shall, at its own expense, do and perform all maintenance necessary to common use circulation areas, common area lighting, and the QTA canopy structure to keep the common area Improvements in a clean, orderly, attractive condition and appearance.

Section 7.2 Utilities. Concessionaire shall be responsible for the modification and maintenance of all utility services (subject to separate metering) on the Leased Premises. This shall include any power, gas, telephone, electricity, heating, water, sewer, and other utility services not specifically provided by TAIT. Any electric vehicle charging stations installed by Concessionaire shall be approved by TAIT in advance through the submission of a Tenant Construction and Alteration Application ("TCAA") and shall be installed at Concessionaire's sole cost and expense. Electric vehicle charging stations shall be metered separately with those services billed directly to Concessionaire. Concessionaire shall pay when the same comes due, all utility and other charges incurred hereunder based on segregated separate metering to Concessionaire for its proportionate share of the Leased Premises and such allocations as may be reasonably determined by TAIT for reimbursement of the utilities costs it pays which are related to Concessionaire's Leased Premises.

Section 7.3 Rental car-related fuel distribution systems environmental monitoring and testing services. Concessionaire and TAIT will cooperate with each other regarding the QTA fueling system and will follow the responsibility matrix attached hereto as Exhibit "F" attached hereto and made a part of the Agreement.

Article VIII.

Damage or Destruction of Leased Premises, Indemnity and Insurance

Section 8.1 Repair of Damaged or Casualty Affected Areas. In the event any Improvements owned by TAIT or the City on the Leased Premises ("TAIT Improvements") shall be partially or totally damaged by fire, explosion, the elements, public enemy, or other similar casualty for which Concessionaire is not responsible, the following provisions shall apply:

- a. If the damage directly or indirectly affects Concessionaire's use of the Leased Premises but does not render them untenable, i.e., unfit for the purposes for which they were leased, the damage shall be repaired with due diligence by TAIT, at the cost and expense of TAIT, with no rent abatement whatsoever.
- b. If the damage renders the Leased Premises or any portion thereof untenable but capable of being repaired, the same shall be repaired with due diligence by TAIT, at the cost and expense of TAIT. Rents shall be paid up to the date of such damage and thereafter shall proportionately abate until such time as the Leased Premises or portion thereof shall be restored to usable condition. Within sixty (60) days after the date of the damage, TAIT shall notify Concessionaire of the projected time required for the repair. During the time that any of the Leased Premises are untenable, TAIT shall use its best efforts to provide Concessionaire with replacement premises at the Airport at rates not to exceed those provided in this Agreement.

- c. If the damage shall render the Leased Premises or portion thereof untenable and incapable of being repaired, TAIT may notify Concessionaire of its decision to reconstruct or replace the Leased Premises or portion thereof within sixty (60) days from the date of the damage; however, TAIT shall be under no obligation to replace or reconstruct the Leased Premises or portion thereof. The rents payable hereunder with respect to the Leased Premises or portion thereof shall be paid up to the date of such damage and thereafter shall proportionately abate until such time as reconstructed or replacement Leased Premises shall be made available for use by Concessionaire. In the event TAIT decides to reconstruct or replace the Leased Premises, TAIT shall use its best efforts to provide temporary facilities for Concessionaire's use at rates not to exceed that provided in this Agreement.

Section 8.1.1 **Liability for Loss**. Concessionaire acknowledges and agrees that it understands that TAIT will not carry any insurance on Concessionaire's fixtures, equipment, property, or interest in the Leased Premises, nor be liable for any loss, damage, or expense of whatsoever nature to any of the same, nor shall TAIT be liable for any inconvenience or annoyance to Concessionaire or injury to the business of Concessionaire resulting in any way from damage to the Leased Premises, or the repairing or rebuilding done upon said damage, except as to losses, damages, or expenses caused by the sole negligence, actions, inactions, or misconduct of TAIT, its agents, representatives, employees, contractors, or subcontractors.

Nothing in this Article nor any action taken by TAIT pursuant thereto shall relieve or release Concessionaire from any liability that Concessionaire may have either to TAIT or its insurers on account of any casualty to the Leased Premises.

Section 8.2 **Indemnity - General**. Concessionaire shall indemnify, protect, defend, and hold completely harmless, TAIT, TAA, and the City, and their trustees, officers, councilors, agents, representatives, and employees from and against all liability, losses, suits, claims, judgments, fines, or demands arising from injury, damages to or death of any person or damage to or loss of any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert or other witness fees), of any nature whatsoever arising out of or incident to Concessionaire's performance of this Agreement, Concessionaire's use or occupancy of the Leased Premises, the Airport, or the rights, licenses, or privileges granted Concessionaire herein, or the acts or omissions of Concessionaire, or its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused by the sole negligence of TAIT. TAIT shall give notice to Concessionaire of any such liability, loss, lawsuit, claim, or demand, and Concessionaire shall defend the same using counsel reasonably acceptable to TAIT. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 8.3 **Insurance**. Concessionaire shall maintain in force, during the Term and any extended period of this Agreement, commercial general liability, bodily injury, and property damage insurance in comprehensive form, including but not limited to blanket contractual liability coverage for liability assumed under this Agreement and all contracts relative to this Agreement, products, completed operations liability for the duration of the Agreement, independent contractors coverage, personal injury, airport liability, and broad form property

damage with any excess liability in umbrella form, with such coverage and limits as reasonably may be required by TAIT from time to time, but in no event for less than the sum of Three Million Dollars (\$3,000,000) combined single limit. The insurance shall be issued by an insurer authorized to do business in the State of Oklahoma.

Concessionaire shall maintain in force during the Term and any extended period hereof automobile liability insurance for all owned, non-owned, and hired Vehicles with a minimum combined single limit of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

Concessionaire shall maintain in force during the Term and any extended period hereof workmen's compensation and employer's liability coverage with limits consistent with the statutory benefits required of the Oklahoma Workmen's Compensation Act.

Concessionaire must assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Concessionaire is not relieved of any liability or other obligations assumed or pursuant to the Concessionaire Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

If the Concessionaire does any construction on the Leased Premises, Concessionaire shall obtain from its general contractor or separate contractors, the same commercial general liability, automobile liability, workmen's compensation, employer's liability and builder's risk insurance as required by Concessionaire by this 8.3. Proof of said insurance coverage by the general contractor or separate contractors shall be provided to the CEO upon request.

Concurrent with the execution of this Agreement, Concessionaire shall provide proof of insurance coverage by providing a certificate of Concessionaire's insurance coverage, a copy of the declarations page of each insurance policy, and a copy of all endorsement(s) applicable to the insurance required herein. The certificate(s) of insurance, or endorsement(s) attached thereto, shall provide that (a) the insurance coverage shall not be canceled, changed in coverage, reduced in limits or subject to non-renewal without such written notice as may be required per the terms of said policy, (b) TAIT, TAA, and the City, and officers and employees are named as additional insureds, (c) the policy shall be considered primary as regards any other insurance coverage that TAIT or TAA may have, including any self-insured retention or deductible TAIT or TAA may have, and any other insurance coverage TAIT or TAA may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company as provided herein.

On or before the Effective Date and throughout the term of this Agreement, Concessionaire shall provide TAIT with current certificates of insurance, including an additional insured endorsement as set forth above. The certificate(s) and endorsements shall be executed by a duly authorized representative of each insurer, evidencing the existence of all insurance policies required under this Section. No insurance policy may be cancelled, materially revised or allowed to expire without prior written notice being given to TAIT including for non-payment of

premiums pursuant to the terms of the insurance policy and in compliance with state law. Insurance must be maintained without any lapse in coverage during the term of this Agreement. Failure of TAIT to demand such certificates or other evidence of full compliance with these insurance requirements or failure of TAIT to identify any deficiency from evidence that is provided, shall not be construed as a waiver of Concessionaire's obligations to maintain the insurance required by this Agreement.

Section 8.4 Regulated Substance Compliance and Indemnity. Except for such automotive fuel, petroleum, or such other products in quantities as are ordinary and necessary for Concessionaire's operations hereunder, Concessionaire shall not cause or permit any "Regulated Substance" as hereinafter defined, to be brought upon, generated, stored, or used in or about the Leased Premises by Concessionaire, its agents, employees, contractors, or invitees. Any Regulated Substance permitted on the Leased Premises as provided herein, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, State, and local laws or regulations applicable to the Regulated Substance.

Concessionaire shall not cause or permit, release, discharge, leak, or emit, nor permit to be discharged, leaked, released, or emitted, any Regulated Substance into the atmosphere, ground, storm or sewer system, or any body of water, ditch, or stream, if that Regulated Substance (as is reasonably determined by TAIT, TAA, or any governmental entity having jurisdiction thereof) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises, the Airport, or elsewhere, or (b) the condition, use, or enjoyment of the buildings, facilities, or any other real or personal property on the Leased Premises, the Airport or elsewhere. This paragraph is not intended to alter or affect discharges or emissions of Regulated Substances allowed by law or a permit applicable to said discharges or emissions. Concessionaire shall fully and timely comply with all applicable federal, State, and local statutes, ordinances, and regulations relating to protection of the environment, including, without limitation, 42 U.S.C. §6991-6991i.

- a. Disclosure. At the commencement of the Term hereof, Concessionaire shall disclose (other than automotive fuel, petroleum, or cleaning products used in the ordinary course of Concessionaire's operations hereunder) to TAIT the names and approximate amounts of all Regulated Substances that Concessionaire intends to store, use, or dispose of on the Leased Premises in the first Agreement Year of the Term hereof. In addition, at the commencement of each additional Agreement Year of the Term hereof, beginning with the second Agreement Year, Concessionaire shall disclose to TAIT the names and approximate amounts of all Regulated Substances that Concessionaire intends to store, use, or dispose of on the Leased Premises during such Agreement Year, as well as the names and amounts of all Regulated Substances that were actually used, stored, or disposed of on the Leased Premises during the previous Agreement Year if those materials were not previously identified to TAIT at the commencement of the previous Agreement Year.
- b. Compliance Action. Concessionaire shall, at Concessionaire's sole expense, clean up, remove, and remediate (a) any Regulated Substances in, on, or under the Leased Premises in excess of allowable levels established by all applicable federal, State, and local laws and regulations, and (b) all contaminants and pollutants, in, on, or under the

Leased Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be moved, cleaned up, or remediated by any applicable federal, State, or local law, regulation, standard or order. This obligation does not apply to a release of Regulated Substances, pollutants, contaminants, or petroleum products that existed on the Leased Premises prior to the execution of this Agreement caused solely by the act or omission of TAIT, TAA, or a third party for whom the Concessionaire is not responsible (e.g., not a customer, invitee, employee, agent, or person having any contractual or business relationship with Concessionaire).

- c. Definition of Regulated Substances. Regulated Substances: As used herein, the term "Regulated Substances" means and includes any and all substances, chemicals, waste, sewage, or other materials, which are now or hereafter regulated, controlled, or prohibited by any local, State, or federal law or regulation requiring removal, warning, or restrictions on the use, generation, disposal, or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, the Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*, or the Clean Air Act (CAA), 42 U.S.C. §7401 *et seq.*, all as amended and amended hereafter; (b) any substance defined as a "hazardous substance," "hazardous waste," "toxic substance," "extremely hazardous waste," "RCRA hazardous waste," "waste," "hazardous material," or "controlled industrial waste," as defined in the Oklahoma Hazardous Waste Management Act, 27A O.S. §2-7-101 *et seq.*; (c) any Regulated Substance, hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, State, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound, or waste. As used herein, the term Regulated Substance or "hazardous substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum-based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls; and other regulated chemical products.
- d. Indemnity Non-Compliance/Notice of Violation. Concessionaire hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Regulated Substances kept on the Leased Premises by Concessionaire, and the Concessionaire shall give immediate notice to TAIT of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Concessionaire shall defend, indemnify, and hold harmless TAIT, TAA, the City, and their trustees, councilors, officers, agents, representatives and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs,

and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) any liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened, or alleged contamination of the Leased Premises; (b) the presence, disposal, release, or threatened release of any such Regulated Substance that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (c) any personal or bodily injury (including wrongful death) or property damage (real or personal) arising out of or related to that Regulated Substance; (d) any lawsuit brought or threatened, settlement reached, or government order relating to that Regulated Substance; or (e) any violation of any laws applicable thereto. The provisions hereof shall be in addition to any other obligations and liabilities Concessionaire may have to TAIT at law or equity and shall survive the transactions contemplated herein and the termination or expiration of this Agreement.

Section 8.5 **Survival of Provisions.** The terms, conditions, provisions, and requirements of this Article VIII shall survive the expiration or earlier termination of this Agreement.

Article IX.

Governmental Requirements

Section 9.1 Governmental Requirements - General.

Section 9.1.1 **Compliance and Subordination to Governmental Agreements.** Concessionaire shall comply with all Governmental Requirements applicable to Concessionaire's use and operation of the Leased Premises. Without limiting the generality of the foregoing, Concessionaire shall always use and occupy the Airport and the Leased Premises in strict accordance with all rules, regulations, and security plans existing or that may be imposed by the TSA, FAA TAIT, TAA, or the City with respect to the Airport, the Leased Premises, and the operations thereof. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between TAIT, TAA, and/or City and the United States Government relative to the financing, operation, or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to TAIT, TAA, or City for Airport purposes, or for the expenditure of federal funds for the financing, maintenance, operation, or the development of the Airport, including the expenditure of federal funds for development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958 as amended from time to time or any airport improvement program, law, or regulation or successor program, law, or regulation.

Section 9.1.2 **Modifications Required by U. S. Government.** In the event that the FAA or the TSA require modifications or changes in this Agreement as a condition precedent to the granting of funds or for the certification, operation or improvement, rehabilitation, development or expansion of the Airport, or otherwise, Concessionaire agrees to consent (without further consideration) to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to satisfy the FAA or TSA requirements.

Concessionaire shall procure, and require all its subsidiaries or assignees to procure, from all governmental authorities having jurisdiction over the operation of Concessionaire hereunder, all licenses, franchises, certificates, permits, and other authorizations, including all environmental permits or authorizations that may be necessary for the conduct of Concessionaire's business on the Leased Premises and at the Airport.

Concessionaire shall require its guests and invitees and those doing business with it to comply with all Governmental Requirements relating to the conduct and operation of Concessionaire's business on the Leased Premises and at the Airport.

Section 9.2 **No Liability for Exercise Powers**. Neither TAIT, TAA, nor the City shall be liable to Concessionaire for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to TAIT, TAA, or the City in this Agreement. Concessionaire shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Concessionaire's rights hereunder to constitute a termination of this Agreement by operation of law.

Section 9.3 **Nondiscrimination**. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Concessionaire (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 set forth in Section 9.4.

2. **Non-discrimination**: The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire 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.

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

4. **Information and Reports**: The Concessionaire 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 a Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire 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.

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

- a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Section 9.4 General Civil Rights Provisions General Civil Rights. The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire.

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

The Concessionaire for himself/herself, his/her 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:

- A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Concession 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 Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) listed below, 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.

1. In the event of breach of any of the above Nondiscrimination covenants, TAIT will have the right to terminate the Concession Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Sublease had never been made or issued.

2. With respect to any deed, in the event of breach of any of the above nondiscrimination covenants, TAIT 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 TAIT and its assigns.

B. The Concessionaire for himself/herself, his/her 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:

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;

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;

3. That the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

4. In the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to terminate the Concession Agreement and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Concession Agreement had never been made or issued.

5. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, TAIT will there upon revert to and vest in and become the absolute property of TAIT and its assigns.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, 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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Section 9.5 **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Concessionaire retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire must address any claims or disputes that pertain to a referenced requirement directly with the U. S. Department of Labor – Occupational Safety and Health Administration.

Section 9.6 **Airport Concession Disadvantaged Business Enterprise.** This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Parts 23 and 26. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23 or 26.

The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract, covered by 49 CFR Part 23 or 26, that it enters and cause those businesses to similarly include the statements in further agreements.

Concessionaire shall comply with the TAIT's ACDBE Program and all requirements of 49 CFR Part 23 and 26 and as amended, guidance issued from time to time by the Federal Aviation Administration ("FAA") regarding the interpretation of the regulations including but not limited to the Joint Venture Guidance in the administration of this Agreement.

Failure of the Concessionaire to carry out these requirements may be a material breach of this Agreement and could result in suspension of the right to operate, termination, or such other remedy, as TAIT deems appropriate.

As part of its obligation to comply with 49 CFR Part 23, TAIT has established a ACDBE goal of 0.7% (the "ACDBE Goal") for this Concession Agreement, such goal to be calculated by dividing the dollar value of purchases from ACDBEs by the total dollar value of all purchases made by Concessionaire directly related to this Concession Agreement. ACDBE vendor options applicable toward the ACDBE goal include but are not limited to the purchase or lease of vehicles, vehicle repair services, janitorial services, insurance, and management fees or commissions earned by ACDBEs. Thirty (30) days prior to the Effective Date, Concessionaire shall provide its ACDBE Reporting form reflecting ACDBEs with whom it has or will be entering into contracts to satisfy the ACDBE goal or provide its good faith efforts to meet the established ACDBE goal. The ACDBE Reporting form is attached hereto as Exhibit "G" and made a part hereof. In the event Concessionaire desires to terminate or replace an ACDBE, Concessionaire shall promptly notify TAIT of the impending termination in writing, including the reason for such termination. In accordance with Part 23, TAIT must approve the proposed termination. Concessionaire shall replace the terminated ACDBE with another ACDBE. If Concessionaire is unable to secure another ACDBE to supply the products or services for which the ACDBE was utilized, Concessionaire shall

provide TAIT with documentation demonstrating satisfactory good faith efforts to secure a replacement of the terminated ACDBE.

Concessionaire shall utilize TAIT's DBE/ACDBE compliance software (currently, B2Gnow, <https://www.flytulsa.gob2g.com>), to submit true and accurate monthly ACDBE and non-ACDBE revenue reports, setting forth the amounts paid to each ACDBE and non-ACDBE for the preceding month under this Agreement. Each payment made to the ACDBE must be acknowledged by the ACDBE monthly during the term of the Concession Agreement. Compliance reporting must be submitted even if no ACDBE activity took place during the reporting period. Failure to submit monthly reports will be considered a violation of the terms of the Concession Agreement.

In accordance with 49 CFR Part 23 (§ 23.27) an Active Participant List will be maintained listing ACDBEs and Non-ACDBEs seeking to perform work on behalf of Concessionaire under the Concession Agreement. Pursuant to this mandate by the FAA, Concessionaire will collect information on ACDBEs and Non-ACDBEs and provide an Active Participants List which shall include the following:

- The firm's name, address, and its classification as an ACDBE or non-ACDBE;
- Race and gender details of the firm's majority owner;
- NAICS code(s) relevant to the concession contract the firm aims to pursue;
- Age of firm;
- Annual gross receipts of the firm.

Submission of said Active Participants List is due to TAIT's ACDBELO no later than February 1st following the fiscal year in which this agreement was granted.

Along with the Annual Statement referenced in Section 6.7 of this Agreement, Concessionaire shall submit to TAIT an annual report as may be required by TAIT and in a form as may be required by TAIT, City of Tulsa, or the United States Department of Transportation (USDOT) for the purposes of demonstrating compliance with the provisions set forth in this Section 9.6, by January 31st of each year for the preceding year federal fiscal year period of October 1 through September 30. TAIT shall have the right until three (3) years after the expiration or termination of this Agreement, through its representatives, and at all reasonable times, to review books, records and financial information of the Concessionaire requested by TAIT's representatives to substantiate compliance with 49 CFR Parts 23 and 26, as amended, and any guidance issued by the FAA from time to time regarding the interpretation of federal regulations.

Section 9.7 Americans With Disabilities Act. Concessionaire shall take all necessary actions to ensure its facilities and employment practices comply (and remain in compliance) with the requirements of the Americans with Disabilities Act. Any costs of such compliance shall be the sole responsibility of Concessionaire.

Section 9.8 Open Records Act. Concessionaire understands and acknowledges TAIT's statutory requirements to comply with the Oklahoma Open Records Act (51 O.S. Sec. 24A.1. et. seq.). Concessionaire acknowledges that persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that the information will be kept from public access.

Section 9.9 **Taxes and Other Governmental Charges.** Concessionaire shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be charged, assessed or levied by any federal, State, or local governmental entity upon the real and personal property occupied, used or owned by Concessionaire, upon Concessionaire's rights and operations under this Agreement, and against or with respect to Concessionaire's Improvements, machinery, equipment, or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith, with due diligence, as permitted by law, Concessionaire, at its sole cost and expense, may contest any such taxes or governmental charges.

Section 9.10 **Domestication.** If Concessionaire is a foreign corporation, it shall domesticate (be qualified to do business in Oklahoma) its corporate status within the State of Oklahoma. Concessionaire shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to TAIT such evidence of good standing as TAIT from time to time reasonably may require.

Article X. **Events of Default**

Section 10.1 Concessionaire Events of Default Defined. The following shall be "events of default" under this Agreement and terms "event of default", or "default" shall mean whenever they are used herein, any one or more of the following:

- a. If Concessionaire shall fail to pay when due and owing any rentals, fees or charges payable hereunder, and such nonpayment shall continue for thirty (30) days after written notice thereof by TAIT;
- b. If Concessionaire shall (1) mortgage, pledge, or encumber any portion of its interest in this Agreement, (2) subject the Leased Premises to any lien or encumbrance of whatsoever nature, or (3) transfer or assign, either voluntarily or by operation of law, any portion of its interest in this Agreement, except in accordance with the provisions hereof;
- c. If Concessionaire shall fail to take possession of the Leased Premises;
- d. If Concessionaire shall terminate its corporate or other legal structure, except as permitted herein;
- e. If Concessionaire shall fail to comply with the insurance provisions imposed by Section 8.3 hereof;
- f. If Concessionaire shall file a petition requesting relief or instituting proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency, or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against Concessionaire and continue for ninety (90) days; or a receiver of all or substantially all of the property or assets of Concessionaire shall be appointed and the

receiver shall not be dismissed for sixty (60) days or if Concessionaire shall make any assignment for the benefit of Concessionaire's creditors insofar as the enumerated remedies for default are provided for or permitted in such state or federal code;

- g. If Concessionaire shall voluntarily abandon, desert, or vacate the Leased Premises or shall discontinue the conduct of its operation in all or any portion of the Leased Premises;
- h. If Concessionaire shall breach any of its obligations, covenants, terms, or conditions under any other agreement at the Airport to which Concessionaire and TAIT or TAA are parties;
- i. If Concessionaire shall deliberately divert any Automobile rental business generated at the Airport to another location with the intent or result of reducing lawful revenues due to TAIT; or
- j. If Concessionaire shall fail to observe or perform any conditions, covenants, obligations, or requirements or terms hereunder, or commits an event of default as set forth in this subsection 10.1(b) through (i) or Section 4.2 and such failure, or event of default, shall continue unremedied or uncured for thirty (30) days after TAIT shall have given to Concessionaire written notice specifying such default, provided however that if the nature of the default is such that it cannot be cured within thirty (30) days but may with diligence be cured within a reasonable amount of time not to exceed ninety (90) days, Concessionaire shall not be deemed to be in default if it, or its nominees, shall within the applicable period commence performance and thereafter diligently prosecute the same to completion.
- k. If Concessionaire shall refuse to pay of Liquidated Damages or incur excessive Liquidated Damages of over five thousand dollars (\$5,000) per year.

Section 10.2 Remedies Upon Concessionaire's Default. Whenever an event of default by Concessionaire shall occur and the same shall not have been cured or remedied by Concessionaire as set forth in Section 10.1 hereof (notwithstanding any waiver, license, or indulgence granted by TAIT with respect to any event of default in any form or instance), TAIT may pursue any available right or remedy at law or equity, including termination. In such case, TAIT may terminate this Agreement without delivery of notice to Concessionaire. In the alternative, and at its exclusive option, TAIT may deliver to Concessionaire written notice of termination, specifying the date upon which this Agreement will terminate. In the event of termination, Concessionaire's rights, licenses, and privileges granted pursuant to this Agreement and to possession of the Leased Premises shall cease immediately. Upon termination of the Agreement, Concessionaire shall be liable for payment of all rents, fees, and charges accrued through date of termination.

Section 10.3 Removal of Personal Property. If TAIT shall terminate this Agreement by reason of Concessionaire's commission of an event of default as set forth in Sections 10.1 (a)-(j) hereof, Concessionaire shall forthwith remove its non-permanent personal property, including but not limited to trade fixtures, displays and equipment, from the Leased Premises at its own expense.

Section 10.4 **Event of Default by TAIT**. In addition to all other remedies available to the Concessionaire, this Agreement shall be subject to termination by the Concessionaire, at its election, should any one or more of the following events occur ("Event of Default"):

- a. The abandonment of the Airport facility for longer than sixty (60) days;
- b. The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Airport facility in such a manner as to substantially restrict the Concessionaire from conducting its operation of the Airport rental car concession where such order or injunction was not caused by any act or omission of the Concessionaire; provided that such order or injunction remain in force for at least sixty (60) days;
- c. The breach by TAIT of any of the material terms, covenants, or conditions of this Agreement to be kept, performed, and observed by TAIT, and the failure of TAIT to remedy such breach, for a period of thirty (30) days after receipt of written notice from the Concessionaire of the existence of such breach;
- d. The assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport or its facilities in such a manner as to substantially restrict the Concessionaire from conducting its automobile rental concession if such restriction be continued for a period of sixty (60) days or more; or
- e. The destruction of a significant portion of the Airport or its facilities due to fire, earthquake, or any other causes.

Section 10.5 **Event of Default by TAIT, Concessionaire's Remedies**. TAIT shall not be in default in the performance of any of its obligations hereunder until TAIT shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such non-performance, after written notice by Concessionaire to TAIT specifying wherein TAIT has failed to perform any such obligations; neither the occurrence nor existence of any default by TAIT shall relieve Concessionaire of its obligation hereunder to pay rents, fees, and charges.

In the event any Event of Default by TAIT shall occur pursuant to Section 10.4 and Section 10.5 hereof, Concessionaire shall, then, or at any time thereafter while such Event of Default is continuing, have the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to TAIT. Concessionaire shall upon the passing of the ten (10) days quit and surrender the Leased Premises and all Improvements to TAIT. In such event, TAIT shall reimburse Concessionaire the undepreciated value of the costs of Concessionaire's Improvements that were provided to TAIT in accordance with Section 5.1 hereof using straight-line depreciation over five (5) years from the date of substantial completion of Concessionaire's Improvements, as approved by TAIT. TAIT reserves the right, at its discretion, to use CFC revenues for such purpose to the extent such revenues are available when the early termination occurs.

Section 10.6 **Non-Waiver**. Neither the waiver by TAIT of any breach by Concessionaire of any provision hereof nor any forbearance by TAIT to seek a remedy for any such breach shall operate as a waiver of any other breach by Concessionaire.

Section 10.7 **Condemnation**. If, at any time during the Term and any extended term, the Leased Premises or the Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than TAIT, TAA, or the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If TAIT and Concessionaire are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate, provided, valuation of Concessionaire's interest in the Leased Premises and any Improvements thereon shall be determined in the manner set forth in Section 3.2 hereof.

Article XI.

Transfer of Interests

Section 11.1 **Assignments by TAIT and the City**. TAIT and the City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned; however, the successor in interest shall execute and deliver to TAIT, with a copy to Concessionaire, an instrument assuming the obligations of TAIT and to the extent applicable TAA and City under this Agreement.

Section 11.2 Assigning, Subletting, and Encumbering.

- a. Concessionaire shall not assign, sublet, or encumber its rights and obligations hereunder, the Leased Premises or any part thereof, including Improvements thereon, without TAIT's prior written consent. If Concessionaire shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Concessionaire (including any combination or percentage of shares that are equivalent to a majority of shares or controlling interest in the business entity) or any other evidence of majority ownership interest or control in the Concessionaire's enterprise, shall be deemed an "assignment." The granting of consent under this section may be made or withheld in TAIT's sole, unqualified discretion.
- b. Concessionaire shall pay the then current administrative fee required by TAIT for TAIT's approval of each (1) sale of leasehold Improvements, (2) assignment, (3) collateral assignment, (4) release of assignment, (5) amendment or supplement to this Agreement, or (6) any other modification to this Agreement requested by Concessionaire requiring approval by TAIT. The administrative fee shall be paid to TAIT by Concessionaire simultaneously with submission of Concessionaire's written request for TAIT approval.

Article XII.
Miscellaneous

Section 12.1 **Concessionaire to Maintain its Legal Entity Existence.** From the execution date hereof, Concessionaire shall maintain its legal existence (as a corporation, limited liability company, limited partnership, or other form of entity, as the case may be) and Concessionaire shall not (1) dissolve or change or modify its legal structure (existence), (2) dispose of all or substantially all of its assets, (3) consolidate with or merge into another legal entity, or (4) permit one or more other legal entities to consolidate with or merge into it; however, without violating the prohibitions contained in this section, Concessionaire may consolidate with or merge into another legal entity, or permit one (1) or more other legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entity and thereafter dissolve, if the surviving or transferee legal entity (a) assumes in writing all of the obligations of Concessionaire herein, (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Concessionaire immediately prior to such consolidation, merger, sale or transfer, and (c) is qualified to do business in Oklahoma.

Section 12.2 **Most Favored Nations.** TAIT shall not grant to any other Airport rental car concessionaire, except for MAG value, terms more favorable than those granted to the Concessionaire.

Section 12.3 **Notices.** All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

(a) Form of Notice. All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

(b) Method of Notice. All notices shall be given:

- i. by delivery in person; or
- ii. by a nationally recognized next day courier service; or
- iii. by first class, registered or certified mail, postage prepaid; or
- iv. by electronic mail,

to the address of the party specified below:

if to TAIT or the Authority:

and if to Concessionaire:

Tulsa Airports Improvement Trust
Attention: Airports CEO
7777 Airport Drive, Suite A211
Tulsa, Oklahoma 74115

And:
notice@tulsaairports.com

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next business day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business Day if transmitted by national overnight courier with confirmation of delivery.

Section 12.4 **Severability.** In the event any provisions or terms of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable or affect any other provision hereof, and this Agreement shall be interpreted and construed as if such provisions or terms, to the extent the same has been held to be illegal, invalid, or unenforceable, had never been contained herein.

Section 12.5 **Entire Agreement; Modification.** This Agreement expresses the entire understanding of TAIT and Concessionaire concerning the Leased Premises and all agreements of TAIT and Concessionaire with each other concerning the subject matter hereof. The parties hereto acknowledge that they have thoroughly read this Agreement, including exhibits and attachments and documents incorporated by reference thereto, and received whatever advice (including advice of an attorney) for them to form a full and complete understanding of all rights and obligations herein, and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement.

Neither TAIT nor Concessionaire has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement; provided, however, in the event of a conflict between the provisions of this Agreement and any provision of any other documents, then in that event, the provisions of this Agreement shall prevail and control. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Concessionaire.

Section 12.6 **Execution of Counterparts.** This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7 **Effect of Saturdays, Sundays and Legal Holidays.** Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire,

shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 12.8 **Descriptive Headings; Table of Contents.** The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions hereof, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

Section 12.9 **Choice of Law; Venue; Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of Oklahoma, and further agrees that the venue of any such action brought hereunder shall be exclusively in Tulsa County, Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant and term to make such payment or to perform or not to perform, as the case may be, such act or obligation.

Section 12.10 **Force Majeure.** Neither TAIT nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Concessionaire to pay the rentals and other charges required hereunder.

Section 12.11 **Construction/Interpretation of the Agreement.** This Agreement and each provision and covenant hereof shall constitute a contract, license, and a sublease by and between the parties hereto. TAIT shall use its best efforts to ensure that all rental car concessionaires who operate on the Airport are subject to similar material terms, provisions, and conditions as are set forth in this Agreement. The CEO shall utilize his or her best efforts to be reasonable in all decisions or actions to be made or required hereunder.

Section 12.12 **Consent Not Unreasonably Withheld.** Whenever it is provided herein that the consent of TAIT, TAA, the City, or Concessionaire or their authorized representative is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

Section 12.13 **Wavier of Depreciation and Tax Credit.** Neither Concessionaire nor any successor in interest hereunder may claim depreciation or an investment tax credit with respect to the Leased Premises or any property leased by TAIT to Concessionaire under this Agreement.

Section 12.14 **Nonwaiver of Rights.** No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 12.15 **Non-Liability of Individuals/Public Officials**. Neither trustees of TAIT, TAA, or the City, nor any agent, representative, officer, or employee thereof, shall be charged personally by the Concessionaire with any liability, or be held liable to the Concessionaire under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, attempted or alleged, thereof, it being understood that in such matters they act only as agents or representatives of TAIT, TAA, or City.

Section 12.16 **Time of the Essence**. Time is expressed and acknowledged to be of the essence of this Agreement.

Section 12.17 **Right of Inspection - Access**. TAIT, TAA, and City and their authorized employees, agents, and representatives shall have full right of inspection of the Leased Premises upon written notice during normal business hours (or in the case of emergency at any time without notice) during the Term or any extended period of this Agreement.

Section 12.18 **Recovery of Attorney's Fees and Costs**. If either party hereto shall bring any legal or equitable action against the other party, the non-prevailing party shall pay the reasonable attorney's fees and costs incurred by the prevailing party in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 12.19 **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon TAIT, Concessionaire, and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

Section 12.20 **Federal Provisions**. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between TAIT and/or the City of Tulsa and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City or TAIT for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.

Section 12.21 **Agreement Subordinate to Bond Indenture**. This Agreement and all rights of the Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by TAIT or the City of Tulsa to secure any bonds authorized by law to be issued for the development of City-owned property, and TAIT and Concessionaire agree that the holders of said Bonds shall possess, enjoy and may exercise all rights of TAIT hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and TAIT with the terms and provisions of the bond covenants.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, TAIT and Concessionaire have entered into this Agreement at Tulsa, Oklahoma on the ____ day of _____, 202_.

TULSA AIRPORTS IMPROVEMENT TRUST

By: _____

Chair

APPROVED:

Airports Chief Executive Officer

Date: _____

ATTEST:

XXX Rental Car Company

Corporate Secretary

BY: _____

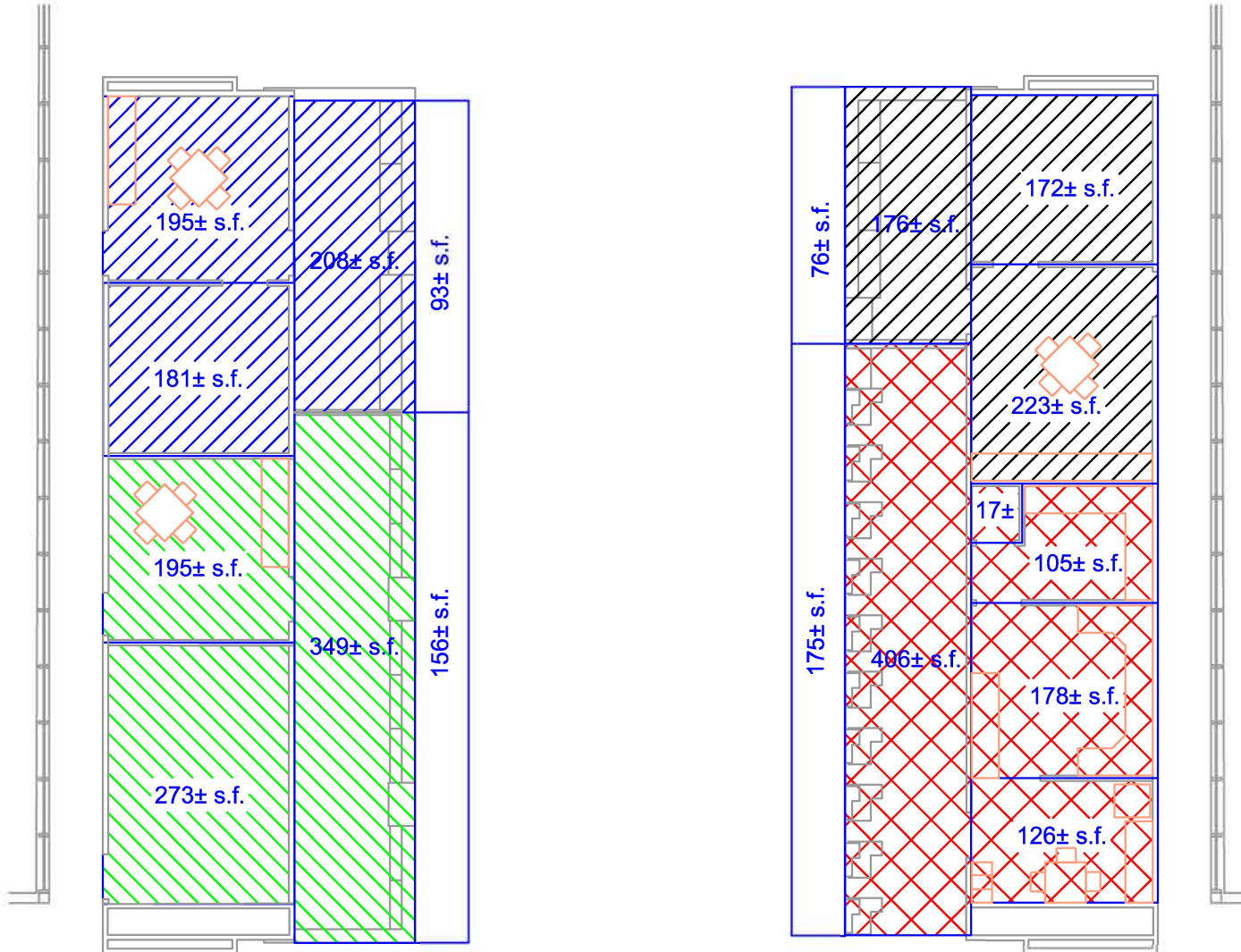
Title: _____

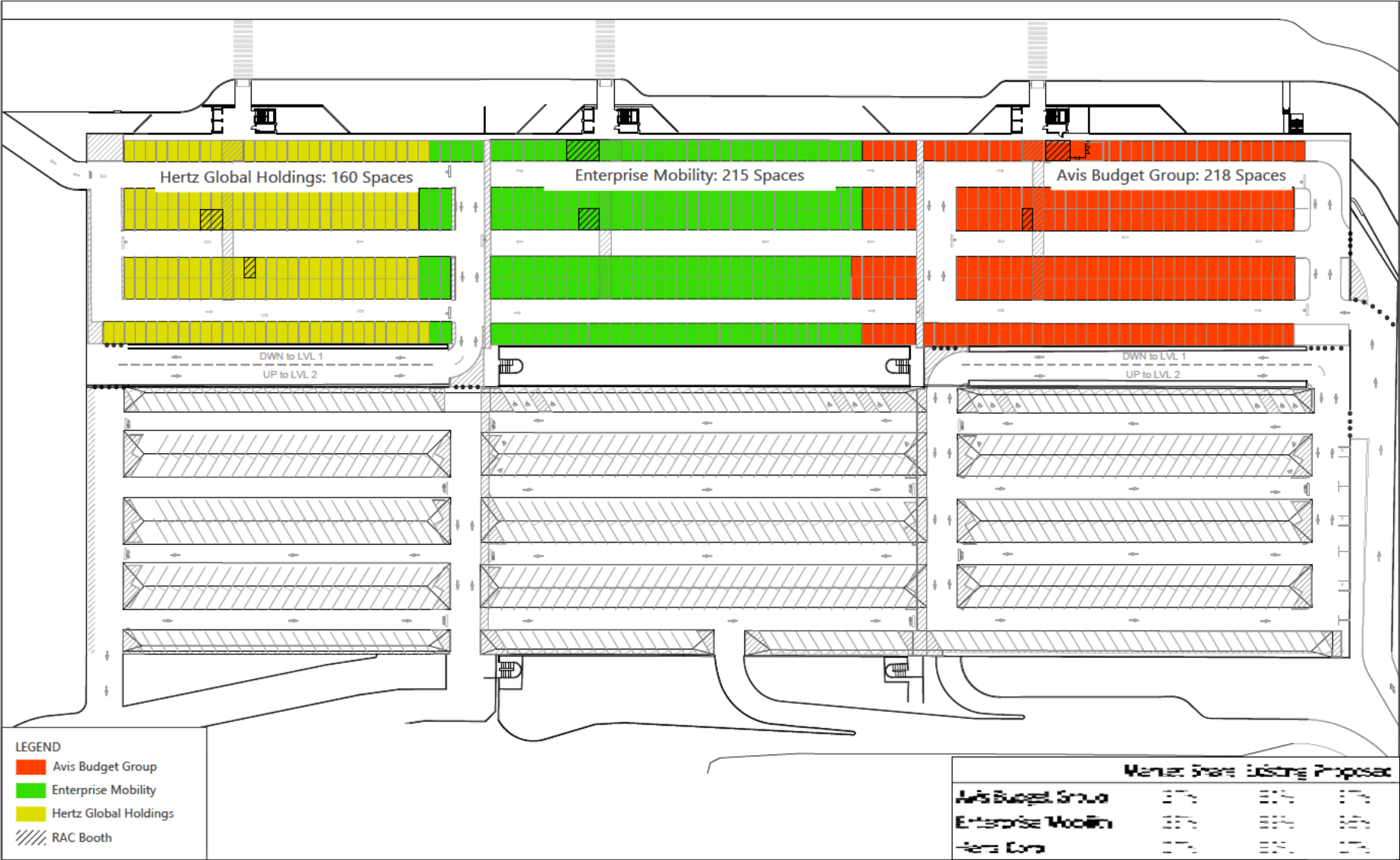
Date: _____

Exhibit A - Terminal Area



TULSA INTERNATIONAL AIRPORT
SCHWAB HALL - RENTAL CAR COUNTERS



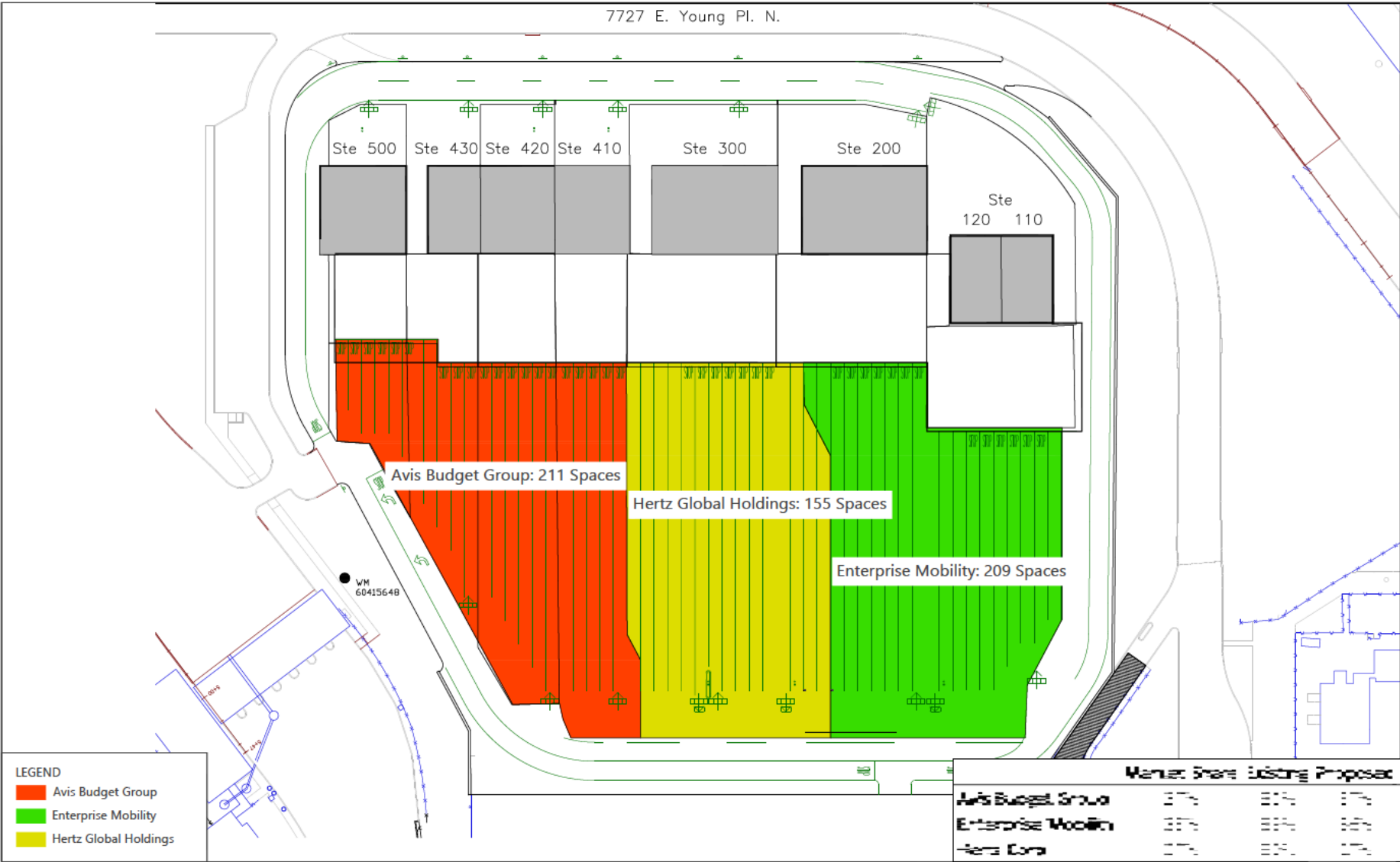


SOURCE: Tulsa Airports Improvement Trust, 2024; Ricondo, 2024.



PROPOSED READY/RETURN GARAGE

Exhibit B3-QTA Areas



SOURCE: Tulsa Airports Improvement Trust, 2024; Ricondo, 2024.



PROPOSED QTA STAGING

Date sent: _____
 Month/ Year _____
 From: _____
 Telephone #: _____

Date sent: _____
 Month/ Year _____
 From: _____
 Telephone #: _____

Date sent: _____
 Month/ Year _____
 From: _____
 Telephone #: _____

(Make check payable to : **Tulsa Aiports Improvement Trust**)

Date _____

Due by 15th of month

Exhibit D-True Up Form

Period	Gross Fee Based Revenue	Airport Revenue 10.00%	Monthly Minimum Billed	Actual Over (Under) Minimum Billed	Computed Additional Activity Invoice	Adjust Additional Activity Invoice	Final Additional Activity Invoice	Total Billings
Mar-25		0.00		0.00	0.00		0.00	0.00
Apr-25		0.00		0.00	0.00		0.00	0.00
May-25		0.00		0.00	0.00		0.00	0.00
Jun-25		0.00		0.00	0.00		0.00	0.00
Jul-25		0.00		0.00	0.00		0.00	0.00
Aug-25		0.00		0.00	0.00		0.00	0.00
Sep-25		0.00		0.00	0.00		0.00	0.00
Oct-25		0.00		0.00	0.00		0.00	0.00
Nov-25		0.00		0.00	0.00		0.00	0.00
Dec-25		0.00		0.00	0.00		0.00	0.00
Jan-26		0.00		0.00	0.00		0.00	0.00
Feb-26		0.00		0.00	0.00		0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Minimum guarantee for the period

0.00

Amount due based upon actual activity for the period

0.00

Greater of the minimum or the actual activity
Amount actually billed

0.00

0.00

Additional amount to be invoiced / (credit) to be issued

0.00

NEW 2024 MAG - Calculated Per Agreement Section 6.1.2

\$	-	(A)	10% of 2025 Contract Year Reported Revenues Per Agreement
	85%	(B)	
\$	-	(D) = (A) X (B)	Calculated MAG
\$	941,647.68	(F)	First Year MAG
\$	-	(G)	Greater of Calculated MAG and First Year
\$	-	(H) = (G) / 12	Monthly MAG for Contract year 2026

Exhibit E

Authorized Brands

EXHIBIT F		Key:	
MAINTENANCE RESPONSIBILITY OF RENTAL CAR PREMISES		T = Tenant	
Tulsa International Airport		L = Landlord	
Type of Maintenance	Facilities		
	Leased Premises	Common Use Areas	
	Offices/QTA	Terminal Areas	Parking/Roadways
Equipment ^{1,2}			
Communication Systems	T	--	--
Trash Compactors	T	--	--
Systems and Structural ^{1,2}			
Automatic and Roll-Up Doors ³			
Exterior	T	--	--
Interior	T	--	--
Roll-Up	T	--	--
Doors (manually operated) ³	T	--	--
Windows ³	T	--	--
Floors (tile, carpet, concrete, etc.)	T	--	--
Ceilings	T	--	--
Walls	T	--	--
HVAC ⁴	T	--	--
Lighting and Electrical ⁴	T	--	--
Plumbing ⁴	T	--	--
Furniture, Seating, Fixtures, etc.	T	--	--
Signage/Information	T	--	--
Directional	T	L	L
Informational	T	L	L
Security Access Control System	L	L	L
Traffic Spikes Parking Lot Access Control ("Tiger Teeth")	T		
Locks/Keys	L	--	--
Fire Alarm System	L	--	--
Fire Sprinkler System	L	--	--
Building structural and exterior	L	--	--
Pavement	T	L	L
HVAC Distribution ⁵	L	--	--
Electrical Distribution ⁵	L	L	--
Exterior General Area and Walkway Lighting	L	L	--
Fueling System (fuel tanks and lines leading to fueling area) ⁴	T	--	--
IT Lines and Feeders (lines from the common cabinet to the leased space) ⁴	T	L	L
Water and Sewer Distribution ⁵	L	--	--
Services ¹			
Snow/Ice Removal	T	L	L
Cleaning	T	L	L
Trash Removal	T	L	L
Window Washing			
Exterior	T	L	--
Interior	T	L	--
As a general rule, the tenant has maintenance responsibility for tenant's leased premises and all tenant equipment, tenant improvements, and proprietary equipment located in or out of the leased premises. Similarly, TAIT has maintenance responsibility for common use areas that are outside of the leased premises. (This may be accomplished with contracted services).			
² In areas of TAIT responsibility the cost to repair damage that is caused by tenant / representatives, isolated or repeated negligence or misuse will be recovered from the tenant.			
³ Includes doors and windows contained within tenant space and that lead to/from tenant leased space to public areas.			
⁴ Supply lines and fixtures that are dedicated to provide service to an individual leased premises, including segments outside the leased premises.			
⁵ "Distribution" shall mean the system of equipment and main lines installed by TAIT to provide service throughout the building. It does not include service lines that provide service to individual leased premises.			

Exhibit G

ACDBE Participation Form

NAME OF RENTAL CAR

In accordance with 49 CFR 26.11(c)), TAIT’S Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Program and Regulations (49 CFR Part 26 & 23), the Tulsa Airports Improvement Trust is required to collect and maintain a comprehensive “Active Participants List” of ALL FIRMS (including ACDBEs) that submit proposals or initial responses to negotiated procurements for concession opportunities. **Please provide the following information for ALL FIRMS, ACDBE and NON-ACDBEs. TAIT will submit this information to The State Department of Transportation pursuant to (§26.81)** by or no later than March 1, following the Federal fiscal year. Attach additional copies of the form as necessary.

<i>Firm Name</i>	<i>Firm Address</i>	<i>Race/gender of Owner</i>	<i>Prime or Sub</i>	<i>DBE/Non-DBE</i>	<i>NACIS code the firm sought to Preform</i>	<i>Age of Firm</i>	<i>Gross Receipts</i>	<i>Win/Loose Bid</i>

(Duplicate e form as necessary.)

Exhibit B

Historical and Forecasted Passenger Traffic

Historical Data	
Fiscal Year (July – June)	Total Passengers
FY20	2,315,066
FY21	1,728,797
FY22	2,760,941
FY23	3,175,187
FY24	3,328,285
Projected Data	
Fiscal Year (July – June)	Total Projected Passengers
FY25	3,394,851
FY26	3,462,748
FY27	3,532,003
FY28	3,602,643
FY29	3,674,696

Exhibit C

Historical Gross Rental Car Revenues & Transaction Days

Historical Data	
Fiscal Year (July – June)	Total Gross Rental Car Revenue
FY20	\$33,120,177.96
FY21	\$30,176,311.28
FY22	\$48,083,065.31
FY23	\$52,180,143.45
FY24	\$53,195,936.62

Transaction Days	
Fiscal Year (July – June)	Total Transaction Days
FY20	662,932
FY21	509,324
FY22	692,441
FY23	775,833
FY24	837,264

Exhibit D

In Terminal Counters and Back Office Space

TULSA INTERNATIONAL AIRPORT
SCHWAB HALL - RENTAL CAR COUNTERS

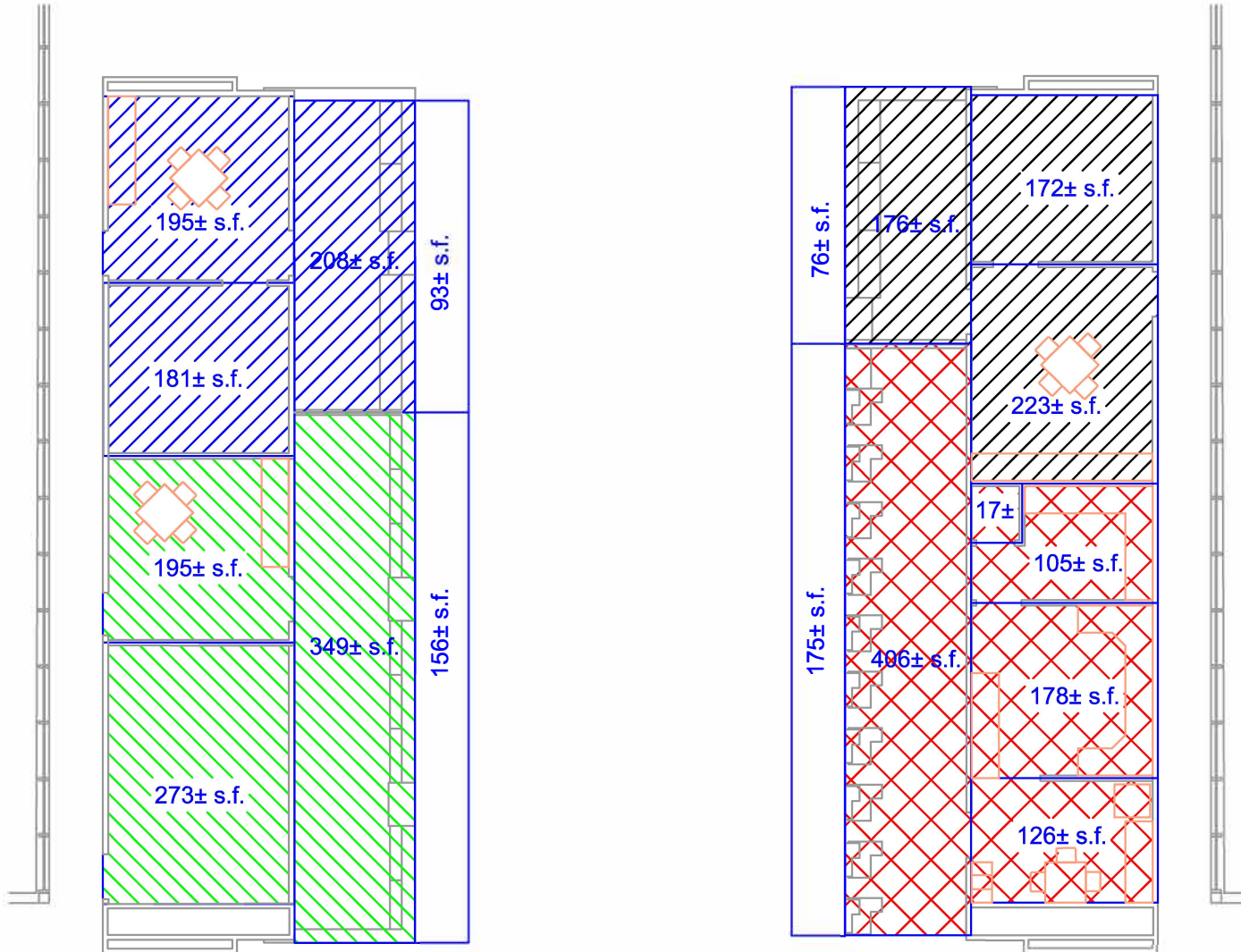
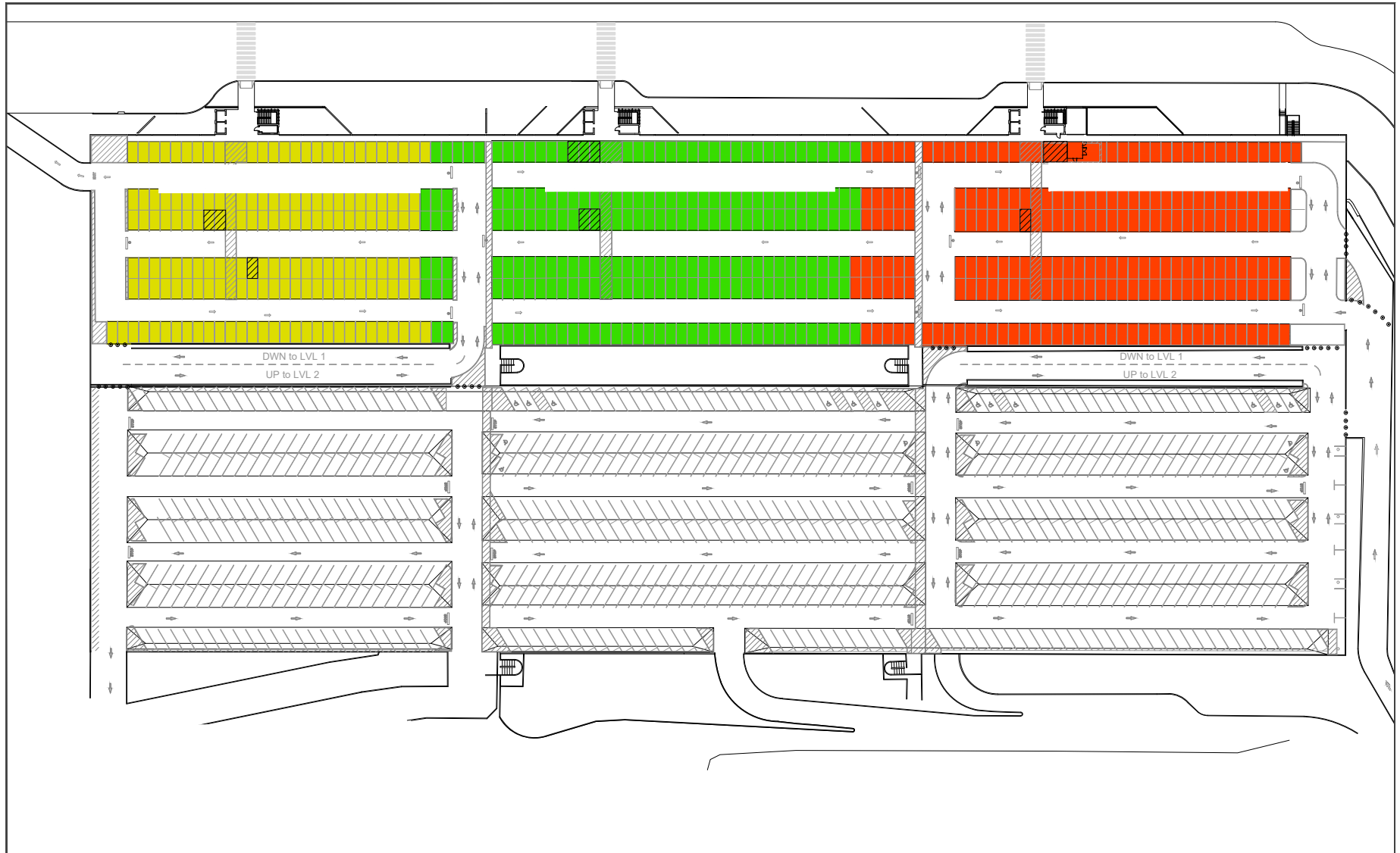


Exhibit E

Ready Return Area



SOURCE: Tulsa Airports Improvement Trust, 2024; Ricondo, 2024.



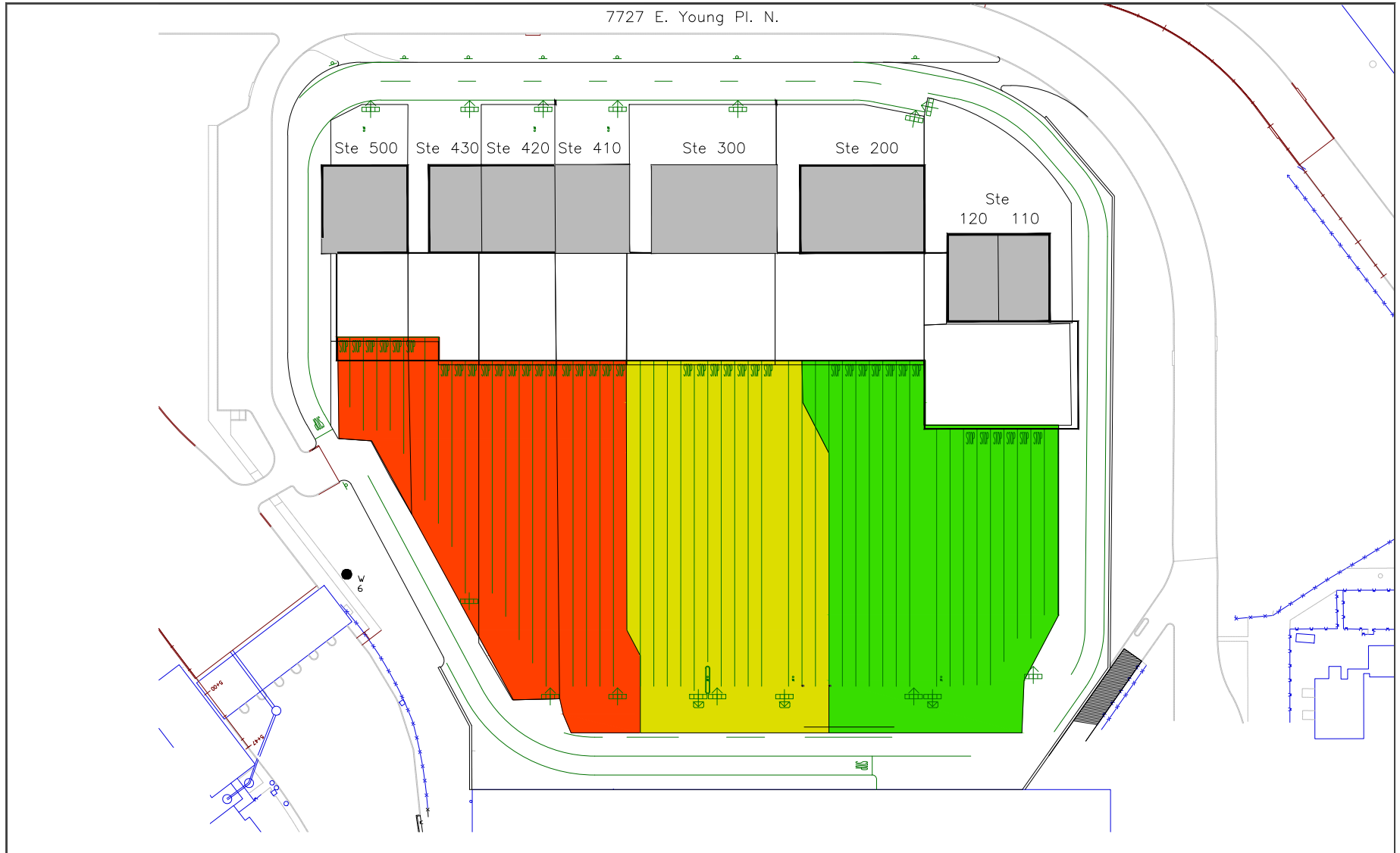
NORTH

0 120 ft

PROPOSED READY/RETURN GARAGE

Exhibit F

Quick Turnaround Area



SOURCE: Tulsa Airports Improvement Trust, 2024; Ricondo, 2024.



NORTH

0 100 ft

PROPOSED QTA STAGING

Exhibits G-1 through G-4

ACDBE Forms

Exhibit G-1

SUBCONSESSIONAIRS BIDDERS LIST

NAME OF RENTAL CAR

In accordance with 49 CFR 26.11(c)), TAIT’S Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Program and Regulations (49 CFR Part 26 & 23), the Tulsa Airports Improvement Trust is required to collect and maintain a comprehensive Bidders List. This list collects information used to determine the relative availability of ACDBE and non-ACDBE firms that bid on this contract. **Please provide the following information for ALL subcontractors, suppliers, service providers, sub-lessee, vehicle lease or other that provided bids/quotations/qualifications in support of this solicitation. The submittal of this information is required at time of submission. TAIT will submit this information to The State Department of Transportation pursuant to (§26.81) by or no later than March 1, following the Federal fiscal year. Attach additional copies of the form as necessary.**

<i>Firm Name</i>	<i>Firm Address</i>	<i>Race/gender of Owner</i>	<i>Prime or Sub</i>	<i>DBE/Non-DBE</i>	<i>NACIS code the firm sought to Preform</i>	<i>Age of Firm</i>	<i>Gross Receipts</i>	<i>Win/Loose Bid</i>

(Duplicate e form as necessary.)

EXHIBIT G-2

Tulsa Airports Improvement Trust

ACDBE UTILIZATION PLAN

Name of Concessionaire: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Part I: ACDBE PURCHASES OF GOODS AND SERVICES (for Monthly Reporting on B2GNOW)

- A. Purchases from ACDBE (certified by OKDOT): \$ _____
- B. Percentage of Purchases to be made with ACDBEs: _____ %
- C. Good Faith Efforts (if not meeting the goal) – Please fill out Good Faith Efforts -Exhibit G-3
- D. List Airport Concession Disadvantaged Business Enterprise Firm utilized as Joint Venture, Subcontractor, Service Provider, Sub-Lessee, Vehicle Lease, Supplies, Other.
- E.
- ☐ Joint Venture
 - ☐ Subcontractor
 - ☐ Service Provider
 - ☐ Sub-lessee
 - ☐ Vehicle lease
 - ☐ Supplies
 - ☐ Other (please specify) _____
 - ☐

Part II: TRACKING ACDBE UTILIZATION (To be utilized and completed monthly by Direct Contract, Partnership or Joint Venture ACDBE for reporting purposes and conformation of payments made by Prime Concessionaire in accordance with 49 CFR Part 23 and 26.)

Signature of ACDBE: _____

Date: _____

I am a ACDBE certified by the Oklahoma Unified Certification Program (ODOT UCP) I. hereby certify that as a ACDBE, I quoted the price and type of work as described on the Prime Concessionaire schedule for participation for the above referenced bid.

Signature of ACDBE: _____

Date: _____

I hereby certify, on behalf of the Prime Concessionaire, and intending to be bound thereby, that the information contained herein is true and correct to the best of my knowledge, information and belief.

Signature of ACDBE: _____

Date: _____

NOTE: Complete one form for each ACDBE

EXHIBIT G-3

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) GOOD FAITH EFFORTS IN PARTICIPATION FORM, PAGE 1

Purpose for ACDBE Good Faith Efforts in Participation:

- To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport(s);
- To help remove barriers to the participation of ACDBEs in opportunities for concessions at our Airport; and
- To provide appropriate flexibility to our Airport in establishing and providing opportunities for ACDBEs.

Requirements of 49 CFR Part 23 for Dayton International Airport:

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the City of Dayton, Dayton International Airport to practice nondiscrimination based on race, color, religion, sex sexual orientation, gender identity, disability, age, ancestry, marital status, place of birth, or national origin in the award or performance of this contract. Award of this concession will be conditioned upon satisfying the requirements of this RFP specification. These requirements apply to all concession firms and suppliers, including those who qualify as an ACDBE. The concession firm shall make good faith efforts, as defined in 49 CFR Part 26 to meet the concession specific goal for ACDBE participation in the performance of this concession.

The ACDBE concession specific goal of 0.07% (of annual Gross Revenues) as defined in the 2022-2023 FAA approved goal methodology, and has been established for this concession RFP, subject to change upon FAA approval of the new goals as determined by the FAA methodology for 2025-2027. *

REQUIREMENTS the concession firm will be required to submit with their RFP package on the Good Faith Efforts in Participation Form:

1. The names and addresses of anticipated ACDBE firms and suppliers that will participate in the concession;
2. A description of the work that each ACDBE will perform;
3. The anticipated dollar amount of the participation of each ACDBE firm participating;
4. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet this goal;
5. Written and signed confirmation from the ACDBE that it intends on participating in this concession as provided in the concession's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

EXHIBIT G-3

ACDBE GOOD FAITH EFFORTS IN PARTICIPATION, PAGE 4

PART IV: PARTICIPATION WAIVER REQUEST

In the event the Prime Concessionaire believes it cannot achieve the ACDBE participation contract goal, this FORM must be accompanied by written documentation evidencing the Prime Concessionaire's good faith efforts to achieve the ACDBE participation contract goal, showing proof the Prime Concessionaire completed the following:

1. Solicited the interest of all certified ACBDE's having the capability to perform the work of the contract;
2. Negotiated with ACBDE subcontractors, and taken the subcontractors' price and capabilities, as well as the contract goals, into consideration;
3. Divided contract work items into economically feasible units to facilitate ACDBE participation, even when the proposer might otherwise prefer to perform these work items with its own forces;
4. Rejected ACDBE as being unqualified only with reasons based on a diligent investigation of their capabilities. The proposers standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the proposers' efforts to meet the ACDBE goal;
5. Assisted interested ACBDE firms that responded to the proposers solicitation in obtaining bonding, lines of credit or insurance.

All Prime Concessionaires qualifying under this RFP must submit to Tulsa Airports Improvement Trust (within 30 days of being notified of acceptance of their successful RFP) valid, documented, and verifiable evidence to the satisfaction of Tulsa Airports Improvement Trust of compliance to the information supplied on this **Good Faith Efforts in Participation Form**.

EXHIBIT G-3

ACDBE GOOD FAITH EFFORTS IN PARTICIPATION FORM

Good Faith Efforts in Participation Form

ACDBE Airport Rental Car Concession, PAGE 2

ACDBE Participation Concession Goal: 0.07% of Gross Revenues *Subject to change

PART I: CONTACT INFORMATION for PRIME CONCESSIONAIRE

Concessionaire:	
Address:	
Contact Person/Email:	
Phone No. / Fax No.:	

PART II: ACDBE Anticipated Participation

In order to count toward goal achievement, the listed firm(s) must be certified as Airport Concession Disadvantaged Business Enterprises ("ACDBE") by the State of certification program. Attach additional copies of the form as necessary.

ACDBE Firm Name Address & Phone No.	Total anticipated ACDBE Participation	Description of work the ACDBE Firm will perform	Race/Gender of Disadvantaged Owner with Largest Ownership Interest
Name: _____ Address: _____ _____ _____ Phone No.: _____	\$ _____	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Subcontractor <input type="checkbox"/> Service Provider <input type="checkbox"/> Sub-lessee <input type="checkbox"/> Vehicle Lease <input type="checkbox"/> Supplies <input type="checkbox"/> Other **	<input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian-Pacific <input type="checkbox"/> Non-Minority Women <input type="checkbox"/> Other
Name: _____ Address: _____ _____ _____ Phone No.: _____	\$ _____	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Subcontractor <input type="checkbox"/> Service Provider <input type="checkbox"/> Sub-lessee <input type="checkbox"/> Vehicle Lease <input type="checkbox"/> Supplies <input type="checkbox"/> Other **	<input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian-Pacific <input type="checkbox"/> Non-Minority Women <input type="checkbox"/> Other

EXHIBIT G-3

ACDBE GOOD FAITH EFFORTS IN PARTICIPATION FORM, PAGE 3

Only ACDBE firms certified in the State of Oklahoma will be counted toward the goal. You can find qualifying ACDBE companies at <https://okdot.gob2g.com/> by searching for ACDBE.

PART III: PRIME RENTAL CAR CONCESSIONAIRE

Total Estimated Gross Revenues for Agreement Term:

\$ _____

Total Anticipated ACDBE Participation for Agreement Term:

\$ _____

Anticipated ACDBE Participation Percent (%) of Gross Revenues for Agreement Term:

% _____

I hereby certify that the information contained on this Good Faith Efforts in Participation Form for The Tulsa Airports Improvement Trust is true and accurate:

Signature of Authorized Representative

In the Presence of

Print Name/Title

Date

Exhibit G-4

ACTIVE PARTICIPANTS LIST

NAME OF RENTAL CAR

In accordance with 49 CFR 26.11(c)), TAIT’S Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Program and Regulations (49 CFR Part 26 & 23), the Tulsa Airports Improvement Trust is required to collect and maintain a comprehensive “Active Participants List” of ALL FIRMS (including ACDBEs) that submit proposals or initial responses to negotiated procurements for concession opportunities. **Please provide the following information for ALL FIRMS, ACDBE and NON-ACDBEs. TAIT will submit this information to The State Department of Transportation pursuant to (§26.81)** by or no later than March 1, following the Federal fiscal year. Attach additional copies of the form as necessary.

<i>Firm Name</i>	<i>Firm Address</i>	<i>Race/gender of Owner</i>	<i>Prime or Sub</i>	<i>DBE/Non-DBE</i>	<i>NACIS code the firm sought to Preform</i>	<i>Age of Firm</i>	<i>Gross Receipts</i>	<i>Win/Loose Bid</i>

(Duplicate e form as necessary.)