

**ADDENDUM NUMBER THREE TO REQUEST FOR  
PROPOSALS-RENTAL CAR CONCESSION AGREEMENT**

**Responses to Questions Received as of October 4, 2024**

**Hertz Questions**

Regarding the requirement to submit the name of hundreds of airports, the gross revenues, and the years of operations:

- please reduce this onerous request to a dozen or 2 dozen locations at the most. It would take us a few weeks to compile such a large volume of information for the hundreds of General Aviation, Small, Medium, and Large Airports where we have operated for several decades. Please reconsider requiring such a large task that literally no other airport requests.
- for whatever subset the airport might agree to, are you requesting 2023 calendar year revenues?
- please also confirm that the airport will attempt to keep these responses confidential since such detailed information could be used in harmful methods

TAIT will accept operations information from twelve (12) small hub airports for the past five (5) years.

Please provide the revenue information by month (and brand, if applicable) for the duration of the Peer-to-Peer operations at TUL

Attached.

Please also advise the fees for TNC operators and provide any revenue or transaction information for the duration of their operations at TUL.

The current Peer-to-Peer agreement is attached. TURO has been under agreement with TAIT since September 1, 2023. Per Oklahoma Statutes, Peer-to-Peer operators are not considered Rental Car concessions.

The answer that a new entrant would displace an incumbent from a QTA (or Ready Return) is inconsistent with Section n. on page 13 of the RFP document. No paragraphs in the RFP documentation support the Q and A response, which would become a material change to the terms and conditions outlined in the RFP.

If an incumbent is not among the top three proposers, then the incumbent would become a "counters only" operator and the top three proposers would have the right to select counter space, ready return space, and QTA space in the order of their MAG proposals.

Please confirm that the third paragraph of Section n. contains the correct answer that a successful incumbent retains existing ready/ return and QTA locations.

If the successful incumbent is among the top 3 proposers, they will retain their existing ready return and QTA space.

Would the airport kindly privately confirm to each of the incumbents if their brands are in arrears?

Current customer statements showing account status will be provided separately to each incumbent.

If balances are due, who can we work with to obtain an accounts receivable statement and coordinate payment to resolve any outstanding amounts?



Normal payment procedures should continue throughout the Proposal process. TAIT's Accounts Specialist, Cindy Nation, can be reached via email at [cindynation@tulsaairports.com](mailto:cindynation@tulsaairports.com), or by phone at (918) 838-5077.

Please confirm whether any off-airport rental car operators are currently under contract at TUL.  
- if so, please provide any revenues for the past 5 years

There are currently no off-airport agreements.

Is there already a draft off-airport agreement?

- if so, please send provide copy of the existing off airport agreement

There is currently no draft agreement for off-airport rental car operators.

If not, please confirm the expected key business terms that would be included in a new off airport agreement, such as the term, concession fee, definition of gross revenues, shuttle bus pick up location, terminal signage, etc.

TAIT has not developed any business terms for off-airport rental car concession agreements.

## EM Mobility Questions

### General

1. **Initial Allocation:** It seems unreasonable to use anything but the most recent available market share data to determine the initial allocation of R/R and QTA parking in the new agreement. The contract is not expected to begin until March of 2025, with the potential reallocation of space not occurring until September of 2027. Given that the successful incumbents will have zero opportunity to reallocate these extremely valuable operating conditions for more than 3 years from today, it is critically important to use data that is most reflective of today's market share conditions. The importance is compounded by the fact that significant market share shifts have occurred over the last 9 months at TUL.

**Request:** *We respectfully request that the Airport consider the importance of this initial allocation of space and modify its approach by basing the initial allocation on the most recent market share data available (September 2023 thru August 2024). To do otherwise would be to benefit those brands currently losing share, while penalizing those brands that are growing.*

TAIT will consider this approach.

2. **Please Confirm:** *All the terms and conditions specified in the RFP, and any/all issued addenda will be incorporated and made a part of the Concession Agreement and add language to the RFP and to the Concession Agreement as follows: "The Request for Bids, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."*

TAIT will consider this request during final preparation of the agreement, once the successful proposers have been selected.

3. **Please provide:** *Current CFC fund balance and annual collections over the past twelve months. In addition, please provide a list and amounts of current use of CFC funds, as well as any uses in the past five years?*

See attached.

4. As a follow up to our question on FBOs from Addendum 2 (second question in addendum), we understand that the airport expects each on-site RAC (and



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'limited-service provider" RAC) to include any revenue from the FBO in its reporting of Gross Revenue. Our subsequent follow up questions are:

**Question:** *Is a successful bidder at TUL (either full service or limited service) required to execute a separate agreement with the Airport to provide services to an FBO?*

Revenue from all rental car transactions occurring anywhere at the Airport, including on-airport FBOs must be included in the regular monthly reporting.

**Question:** *Will the Airport require that ANY rental car provider that wishes to provide rental car services to customers at an FBO be required to have a concession agreement with the Airport which will require payment of concession fees to the Airport?*

Any rental car provider operating at any location on airport property is required to enter into an agreement with TAIT.

We are concerned about the competitive disadvantage which would be created if an on-site RAC is required to pay 10% of gross revenue to the Airport but an offsite RAC that does not have a counter at TUL could provide rental car services without a concession fee obligation.

**Question:** *Will the airport confirm that any rental car provider that wishes to provide rental car services anywhere on airport property or airport managed land (including FBOs) will be required to enter into an agreement with the Airport and to pay a concession fee to the Airport?*

Any rental car provider operating at any location on airport property is required to enter into an agreement with TAIT.

### RFP

5. Sec. II, pg 1, para 1:

**Question:** *Will TAIT please provide more information on the potential for RAC facilities construction during the term?*

TAIT is in the process of selecting an architectural/engineering consultant for planning and design of a CONRAC facility. TAIT anticipates that construction of the CONRAC facility could occur during the term of the concession agreement.

**Question:** *If TAIT terminated the agreement, will TAIT confirm that the RACs would be in new facilities under a new agreement?*

All RACs under agreement with TAIT during the CONRAC project will be kept apprised of the project status. The current plan is to issue an RFP for the selection of rental car concessionaires to operate in the new CONRAC facility.

**Question:** *Will TAIT provide a timeframe and/or phasing plan for any construction/relocation of RAC facilities?*

All RACs under agreement with TAIT during the CONRAC project will be kept apprised of the project status.

6. Sec IV (pg 5):

**Question:** *Will TAIT consider changing the vehicle age requirement to "3 years" rather than 2 years, - or- "no more than 2 years older than current model year"? This revised language would be consistent with the current agreement.*

TAIT will agree to no more than 3 years older than the current model year.

7. Sec V.a (pg 6): In the 3<sup>rd</sup> bullet point, the term "concession fee" is incorrect, as defined in the agreement.

**Please confirm:** *Beginning in Year Two, MAG will be 85% of the previous year's ~~concession fee~~ percentage fee (10% of GR) but never less than First Year?*



The sample agreement attached as an exhibit to the RFP will be reviewed and revised as needed.

8.

9. Sec V (pg 6 last paragraph): This section references “design, construction, and maintenance of required improvements”.

**Question:** Are there specific required improvements which every successful Concessionaire must complete?

No specific improvements are anticipated at the present time.

10. Sec. V. (pg 6): CPI adjustments are not an appropriate method for rent adjustments, as CPI does not apply to rent.

**Request:** Please eliminate CPI and fix annual adjustments at 3%.

TAIT's standard rental rate adjustment is by CPI for all space other than terminal building space.

11. Sec. VI.b. (pg 8): As an LLC that is manager managed by a corporate entity, please confirm the following:

**Question:** The authorized officer (e.g., Vice President of Proposer) would be the signatory?

The authorized officer of a managing member of the LLC is an acceptable signatory.

12. Sec. VI.e. (pg 8) – Regarding the Bid opening.

**Question:** Will the opening of proposals on November 5 be open to the public and will TAIT permit the names of companies/brands, along with their MAGs, to be read aloud?

Proposals will be opened on November 18, 2024, at 10:00 a.m. (local time) in Room A211 of the Passenger Terminal Building. Attendance is not required. TAIT will notify each proposer whether their proposal was successful or not.

13. Sec. q. (pg 14):

**Question:** Will TAIT Please add the following language after Additional Insured: “where their interest may appear for liabilities arising in whole or in part by the conduct of the Concessionaire for vehicle liability and general liability”?

The specific language required is set out in the Sample Concession Agreement.

14. Sec q (pg 14): Proposer insures at current replacement cost.

**Question:** Will TAIT please delete the following language: “~~but in no event an amount in excess of Concessionaire’s or sub-Concessionaire’s original cost of constructing said fixed improvements.~~”

The Concessionaire shall carry or shall require any sub-Concessionaire to carry fire, and if necessary to protect the insured’s interest, extended coverage insurance (“umbrella”), on all fixed improvements erected or otherwise built by Concessionaire or sub-Concessionaire on the demised premises to the full replacement value thereof, it being understood and agreed that for purposes hereof the term “replacement value” shall be deemed to be that amount the Concessionaire would have to pay to replace an asset at the current present time, considering the current present value of the asset.

15. Sec. q (pg 14):

**Question:** Will TAIT please delete the following language: “~~All forms of insurance required above shall be from insurers acceptable to TAIT~~” and **replace** with “All insurers must have a minimum AM best rating of A-VII or better”?



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All forms of insurance required shall be from insurers with a minimum AM Best rating of A-VII or better. All insurance policies must specify that they are not subject to cancellation, non-renewal or material change, unless a minimum of thirty (30) days prior notification is given to TAIT by the insurer.

16. Sec. q (pg 14):

**Question:** Will TAIT please delete "~~or reduction in coverage~~", as this is already contemplated and covered under material change?

See response to question 15 above. This language is compliant with Okla. Stat. tit. 36 §3640(L).

17. Sec. n. (pg 13):

**Please confirm:** The service facilities are not a part of this RFP.

The service center sites are under separate ground subleases.

18. Sec. c. (pg 27):

**Request:** For LLC, please include signature of Vice President or Authorized officer as an additional option to Managing Member.

A Managing Member may allow its authorized officer to sign on behalf of the LLC.

19. IX Qualification Form #10: Our balance sheets/income statements are prepared in accordance with GAAP and are certified by a financial representative of the company (corporate officer). This certification will be provided with our financial statements.

**Request:** Please delete the requirement of the financial statements being accompanied by a statement from a CPA.

TAIT will accept the submission of financial statements as described.

20. Exhibits G, G-1 and G-4 all appear to be identical.

**Question:** Will we need to submit each of these forms separately if they are identical?

Form G-1 is required with Proposal submission and will list current and/or potential ACDBE and non-ACDBE participants who may contract with Proposer under the Agreement toward meeting the ACDBE goal. Please print additional sheets if needed.

Form G-2 should correspond with each individual ACDBE shown on Form G-3. Complete additional Forms G-2 as needed for each ACDBE listed on Form G-3.

Form G-4 is a sample of the quarterly reporting requirement under the terms of the Agreement and is not required to be completed with Proposal submission. Reference page 11 of the Request for Proposals for Active Participants requirements for Successful Proposers.

21. Exhibit G-2

**Question:** Is this form to be considered a Letter of Intent (LOI) for each anticipated ACDBE firm to sign? If so, should "Name of Concession" be updated to "Name of ACDBE?"

Form G-2 is the utilization plan for each ACDBE partner. The ACDBE signature is required on Form G-2 to confirm acceptance of compliance with monthly utilization tracking through B2Gnow (ACDBE compliance software utilized by TAIT). Form G-2 accompanies each ACDBE listed on Form G-3.

22. Exhibit G-2 –

**Please confirm:** Part I (A.) Applies to just the 1 ACDBE per form, correct? Yes, as noted at the bottom of Form G-2.



**Please confirm:** *Part I (B.) Applies to just the 1 ACDBE per form, correct?*

Yes, as noted at the bottom of Form G-2.

**Question:** *Part II - If the name of the ACDBE is not listed on the form, why is the ACDBE signing the form, especially as it relates to Tracking ACDBE Utilization?*

- The ACDBE signature is required to confirm acceptance of compliance with monthly utilization tracking through B2Gnow.
- Form G-2 accompanies each ACDBE listed on G-3.

## License and Use Agreement

23. Section 2.1 (pg 6): As it relates to the potential to extend the agreement, we believe it is important that both parties have input into whether to extend or not. **Request:** *Please change the language to indicate that the option to extend is 'mutual'.*

The option to extend will be at TAIT's sole discretion. Concessionaires will have the right to opt-out and cease doing business at the airport rather than accept the extension of the term.

24. Sec 3.3, pg 9:

**Request:** *Please consider adding language stating any "relocated premises will be comparable in location, design and quality".*

TAIT will consider this revision.

25. Section 4.2 – Class III Assurances – item #2: We have systems in place to address early departures and no personnel are necessary to drop off a vehicle. **Request:** *Please adjust the required Hours of Operation by changing the time required to open to "1 hour before the first scheduled daily airline flight ARRIVAL".*

This request may be discussed and considered among TAIT and all successful proposers. Before TAIT agrees to such a change, however, assurances must be provided which commit to personnel being available to avoid a back-up in the ready return areas.

26. Section VI.1.3 (pg 19): The replacement of fuel is not revenue and is used to offset the cost of both the fuel and the additional employee time to replace the fuel.

**Request:** *Please remove Fuel sales from the definition of Gross Revenue and add Fuel sales to the list of Exclusions.*

This section will not be revised.

27. Section VI.1.3 (pg 20) - under Exclusions, Item C:

**Request:** *Please add "and loss of use, including administration thereof".*

This section will not be revised.

28. Section 6.3 (pg 23): For a change to the CFC amount, a 30-day notice is not sufficient time to alter our systems correctly.

**Request:** *Please provide the Concessionaires at least "60 days' notice" of a change to the CFC amount.*

This revision is acceptable to TAIT.

29. Section 6.4 (pg 23):

**Request:** *Please outline the employee parking arrangement and cost associated with using these areas.*

Employee parking lots are illustrated on the attached. Employee Lot A rate is \$15.00 per month per employee.





**Please confirm:** *Employees are permitted to park in Concessionaire's leased space.*

*It is TAIT's preference that employees' personal vehicles are not parked within the leased space that is open to the public. Some employee vehicles are not well kept and can create an unpleasant perception among the traveling public.*

30. Section 7.3

**Request:** *Please add the following language to the end of the paragraph: "Both Concessionaires and TAIT shall use Tanknology to test the fuel systems. Concessionaires and TAIT will coordinate with Tanknology so that the fuel systems are tested at the same time each year. This will ensure consistency and clarity in the testing of the fueling systems and reduce confusion for regulators."*

*TAIT will not commit to a specific vendor for fuel system testing but will consider recommendations provided by the rental car concessionaires.*

31. Section 8.3 (pg 29)

**Request:** *Please delete "Comprehensive" and replace with "Commercial".*

**Request:** *We require independent contractors to maintain their own insurance. We do not cover/carry insurance for them. Please delete the following language: "independent contractors coverage".*

(1<sup>st</sup>, para pg 30)

**Request:** *Please Add "upon agreement from Concessionaire" following "by TAIT from time to time"*

(6<sup>th</sup> para (a), pg 30)

**Request:** *Please delete "a copy of the declarations page of each insurance policy"*

**Request:** *Please delete "changed in coverage" and "reduced in limits" and add "materially changed". (b) Add "Liability policies shall include" TAIT, TAA..... and Delete "are named" and Add "where their interest may appear for liabilities arising in whole or in part by the conduct of the concessionaire" following "additional insured" (e) Add "Where applicable" to the beginning of the sentence.*

*The language in the sample agreement is TAIT's standard language; however, these requests will be considered as the agreement is finalized.*

32. Section 8.4 (a), (pg 31)

**Request:** *Please modify the 1<sup>st</sup> sentence to read, At the commencement of the Term hereof, Concessionaire shall disclose "upon request"...*

(Line 7) *Please add "upon request" following "shall disclose"...*

(b., pg 32) *Add "caused by the Concessionaire" following "Leased Premises"*

(d., pg 33) *Add "caused by the Concessionaire" following "Leased Premises"*

*The language in the sample agreement is TAIT's standard language; however, these requests will be considered as the agreement is finalized.*

33. Exhibit F (pg 90)

**Question:** *It appears to indicate that TAIT is assuming responsibility for all Fueling System maintenance. Is that accurate?*



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Exhibit F shows the tenant is responsible for the maintenance of the fueling system. TAIT will be responsible for testing, with that cost billed back to the tenants for reimbursement.

**Question:** *Is TAIT taking over all tank testing and maintenance?*

TAIT will be responsible for testing and will bill the rental car concessionaires for reimbursement of the cost of testing. The concessionaires will remain responsible for the maintenance of their fueling system.

### **ABG Questions**

- 1) Is the airport able to provide the peer-to-peer revenue statistics for the period since their agreement with TIAT initiated?

Attached.





**PEER TO PEER VEHICLE SHARING  
CONCESSION AGREEMENT  
AND PERMIT  
Contract F23-027**

**Premises:**

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**Tulsa International Airport**

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**By and Between**

**Tulsa Airports Improvement Trust**  
a public trust organized under the laws of the State of Oklahoma  
**“TAIT”**

**and**

**TURO Inc.,**  
a Delaware Corporation

**“Concessionaire”**

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**EXHIBITS:**

- Exhibit A – Monthly Gross Revenues Statement
- Exhibit B – Monthly Reservations Information
- Exhibit C - Designated Areas

## Summary of Concession Agreement Terms

<b>TAIT CONTRACT NUMBER: F23-027</b>		
1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A211 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsaairports.com Or: P.O. Box 581838 Tulsa, OK 71458-1838
	TAIT Payments ONLY:	Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182
2.	Concessionaire Address	Turo Inc., Attn: Ethan Dunkle 111 Sutter Street, 12th Floor San Francisco, CA 94104 edunkle@turo.com
3.	Term of Agreement	One year
a.	Effective Date	September 1, 2024
b.	Termination Date	August 31, 2025
c.	Term Renewal Options	none
4.	Designated Area	Tulsa International Airport Parking Facilities
5.	Scope of Permit	Peer-to-Peer Vehicle Sharing as set out in this Agreement.
6.	Compensation (% of Gross Revenue)	10% of Gross Revenues
6a.	Parking Spaces	Daily Rate as set by the Airport's Published Rates, Fees and Charges.

## **Concession Agreement**

### **Peer-to-Peer Vehicle Sharing**

This Agreement is entered into between the Tulsa Airports Improvement Trust, a public trust organized under the laws of the State of Oklahoma ("TAIT") and, and Turo Inc., a Delaware corporation ("Concessionaire").

#### **Recitals:**

WHEREAS, 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 15<sup>th</sup> 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 28<sup>th</sup> 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 22<sup>nd</sup> day of July 2021, Doc #2021085171.

WHEREAS Tulsa Airports Improvement Trust ("TAIT") operates Tulsa International Airport and Tulsa Riverside Airport pursuant to the Oklahoma Municipal Airports Act (OMAA), Okla. Stat. tit. 3 §65.1, et seq., and in compliance with its Amended and Restated Lease Agreement by and between City of Tulsa and TAIT ("TAIT/COT Lease"), effective January 1, 2014, as further amended, the Amended and Restated Bond Indenture dated November 1, 2009, and applicable federal rules, regulations, guidelines, advisories, and grant assurances. In doing so, TAIT is acting in a governmental capacity as an arm of the state to meet a public need, not solely for its own benefit.

WHEREAS, said TAIT/COT Lease provides that TAIT shall impose and prescribe a schedule of rates, rentals, privilege fees, Passenger Facility Charges, user fees and other fees and charges for the use and services of and the privileges, facilities and commodities conferred or furnished at the Airports, and shall revise the same from time to time as may be necessary in TAIT's discretion; and collect, or cause to be collected, the income, revenues, and other moneys derived therefrom, so that the Airports shall always be and remain financially self-sufficient and self-sustaining.

WHEREAS, the business activities contemplated under this Concession Agreement is also governed by TAIT's Ground Transportation Policy which governs the safe and efficient use of limited airport landside facilities at the Tulsa International Airport, and provides reasonable and uniform charges based upon the class of user, for the cost of providing such ongoing use, maintenance, management of curbside access, and other areas of Tulsa International Airport ("Airport").

WHEREAS, TAIT desires to obtain the Services described herein and TAIT and the Concessionaire desire to enter into an Agreement for said Services.

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



## Article One – Definitions

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

- a) **Agreement** means this Concession Agreement and Permit between TAIT and Concessionaire, together with the exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;
- b) **Airport** means the Tulsa International Airport and its facilities and improvements;
- c) **Airport Customer** means any person who makes a reservation for Peer-to-Peer Vehicle Sharing through Concessionaire’s website, mobile application, or other platform for pick up at the Airport.
- d) **TAIT** means the Tulsa Airports Improvement Trust;
- e) **Airport Chief Executive Officer** (“CEO”) means the Airports Chief Executive Officer, or his designated (in writing) representative;
- f) **Airport Facility** means the Airline Passenger Terminal Building and associated parking facilities at the Airport;
- g) **City** means the City of Tulsa, Oklahoma, a municipal corporation;
- h) **Concessionaire or Permittee** means Turo Inc. or its successor or its permitted assignee;
- i) **Designated Area** means Tulsa International Airport Parking Facilities where the Program is to be provided by Concessionaire.
- j) **FAA** means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- k) **FAR** means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA.
- l) **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 Concessionaire’s use of the Airport and operation/utilization of the Concession Premises and improvements thereon.
- m) **Gross Revenues** See Article Four below;
- n) **Owner** means an individual or Concessionaire that owns, leases, or otherwise has control over a Vehicle and uses Concessionaire’s website, mobile application, or other platform to share the Owner’s Vehicle with Airport Customers.
- o) **Peer-to-Peer Vehicle Sharing** or “**Sharing**” means the authorized use of a vehicle by an individual other than the vehicle’s owner through a peer-to-peer vehicle sharing program;
- p) **Peer-to-Peer Vehicle Sharing Program** or “**Program**” means a business platform that connects vehicle Owners with drivers to enable the sharing of vehicles for financial consideration and operating in accordance with Oklahoma Statutes.
- q) **Reservation** means an online electronic reservation completed for an Airport Customer in Concessionaire’s Peer-to-Peer Vehicle Sharing website, mobile application, or other platform that initiates a reservation for a Vehicle between an Owner and an Airport Customer where

the Owner either drops off the Vehicle to the Airport Customer or picks up the Airport Customer on the Airport.

- r) **Services** means Concessionaire's providing Peer-to-peer vehicle sharing under a Program and only at the locations which are identified as the Permitted Area as designated by the CEO for such use;
- s) **Term** means the period of time that this Agreement shall be in effect, as set forth in Section 2.1 Term of Agreement.
- t) **TSA** means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.
- u) **Vehicle** means a motor vehicle with a maximum height of eight (8) feet including, but not limited to, cars, vans, minivans, SUVs, trucks, pickup trucks, auto-cycles, or motorcycles, that an Owner shares with an Airport Customer through a Reservation.

**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" are both conjunctive and disjunctive;
- c) The words "all" and "any" mean "any and all";
- d) The word "including" means "including without limitation";
- e) Reference to any exhibits means exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- f) Reference to articles or sections respectively means articles or sections of this Agreement.
- g) The words "must" or "will" or "shall" in this Agreement indicate mandatory requirements.

## **Article Two - Term**

**Section 2.1 Term of Agreement.** The Term of this Agreement shall be for One year commencing on September 1, 2024, and terminating on August 31, 2025, unless otherwise terminated or canceled. Provided, 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.

**Section 2.2 Continuation Beyond Term.** This Agreement may continue on a month-to-month basis, subject to the terms and conditions hereof, by the mutual written agreement of the parties upon the expiration of the Term and any extensions thereof.

**Section 2.3 Termination of Agreement.** Except as otherwise expressly provided herein, at the expiration or sooner termination of the Term of this Agreement, or any extension thereof, the Concessionaire's right and permit to use the Airport and facilities and its rights, licenses, and privileges herein granted shall cease and the Concessionaire shall immediately discontinue all commercial operations of whatsoever nature on the Airport.

## **Article Three – Compensation to TAIT**

**Section 3.1 Compensation.** In consideration of the rights and privileges granted under this Agreement and subject to the terms, conditions and provisions hereof, Concessionaire agrees to pay to

TAIT, ten percent (10%) of the Gross Revenues as defined in Article Four herein ("Airport Fee"). The Airport Fee shall not be subject to any set-off or other deduction except as specifically set forth herein.

**Section 3.2 Designated Areas, Parking Spaces and Parking Space Fees; Parking Locations Prohibited.**

Concessionaire and/or Owners using the parking spaces are required to enter the Designated Areas by pulling a parking ticket at any parking entrance with a ticket kiosk and park in any empty space in the Designated Area, except as prohibited below. The Owner or the Airport Customer utilizing Concessionaire's services at the Airport is required to pay the full price of parking calculated by the parking ticket at the exit tollbooth, prior to leaving the Airport.

Concessionaire and/or Owners are prohibited from utilizing any parking space on the second level of the parking garage or parking in any space which has been reserved by a commercial entity as the same is designated by signing as reserved parking.

Concessionaire and/or Owners are further prohibited from conducting any business whatsoever at the Airport outside of the Designated Area. Concessionaire and/or Owners are prohibited from conducting any business whatsoever on any departure or arrival road at the Airport, or in any cell phone lot, vacant lot, cargo building, or business parking lot or area of the Airport.

Concessionaire and/or Owners may use Valet Parking, if available, at the rates published in the Airport's Schedule of Rates, Fees, and Charges.

**Section 3.3 Place of Payments.** All sums payable by Concessionaire hereunder shall be delivered to:

Tulsa Airports Improvement Trust  
Department 598  
Tulsa, Oklahoma 74182

**Section 3.4 Compensation Period.** The Airport Fee shall be paid on a monthly basis by the twentieth (20<sup>th</sup>) day of the month following the end of each month. However, upon mutual consent, Airport and Concessionaire may modify compensation periods to reflect a different interval; provided, such modifications must be agreed to in a written communication which discloses how the parties will address the initial and final portions of the term that do not constitute full months.

**Section 3.5 Monthly Gross Revenues Report.** Within twenty (20) days after the end of each month, Concessionaire shall furnish to TAIT for said month a detailed statement itemizing total Gross Revenue for the preceding month. The Form of the Monthly Report is attached hereto as Exhibit A. The Concessionaire shall, with each such monthly statement, remit to TAIT the Airport Fee described in Section 3.1. Concessionaire, at its own expense, shall provide reports of a type, style and form reasonably satisfactory to TAIT.

**Section 3.6. Monthly Reservations Report.** In addition to Monthly Gross Revenues Report, Concessionaire must provide monthly reservations Information, a sample of which is attached hereto made a part hereof as Exhibit B. The monthly sales detail presented in Exhibit B must agree with the total amounts reported in Exhibit A.

**Section 3.7 Maintenance, Inspection and Audit of Books and Records.**

- a. Concessionaire shall maintain in accordance with generally accepted accounting practices and principles during each year of the Term hereof, and for three (3) years thereafter, records and books of account recording all transactions at, through, or in any way reasonably connected with Concessionaire's activities conducted pursuant to this Agreement. Such records and books of account shall be kept at all times within the City or at Concessionaire's corporate headquarters. No more than one (1) time per year during the Term, and upon seven (7) business days' prior written notice to Concessionaire, Concessionaire shall permit the examination and audit of such records and books of Concessionaire directly related to the Services hereunder, during ordinary business hours, by the officers, employees, and representatives of TAIT. If such books and records shall not be located within the City, upon written notice by TAIT, Concessionaire shall, within ten (10) business days, make the same available at TAIT's offices; provided, however, if said books and records are not or cannot be made available in the City, then in that event, Concessionaire shall reimburse TAIT for the reasonable travel costs of TAIT's auditor (which costs shall be reasonably substantiated by TAIT) to audit and review the books, records and accounts at Concessionaire's corporate headquarters; provided however, such audit and review shall be conducted in a manner as not to unreasonably interfere with Concessionaire's normal business activities.
- b. Subject to Section 3.4(a), 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 discrepancy of more than five percent (5%) between the annual Airport Fees paid during each year of the Term as provided in Section 3.1 hereof, and the annual Airport Fees as determined to be due and owing for such period by the audit authorized by this Section, the reasonable cost of the audit shall be borne by Concessionaire, and Concessionaire shall promptly, within thirty (30) days of notice of such discrepancy, pay the amount of the discrepancy owing to TAIT in addition to interest 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.

**Section 3.8 Annual Statement.** No later than one hundred twenty (120) days after the end of Concessionaire's fiscal year, and each succeeding fiscal year or portion thereof during the Term or extended Term of the Agreement, Concessionaire shall furnish to TAIT the written statement of Concessionaire's Chief Financial Officer or an executive officer of Concessionaire having responsibility for the concession authorized by this Agreement stating that the Airport Fee paid by the Concessionaire to TAIT pursuant to this Agreement during Concessionaire's fiscal year is accurate. Such statement shall be without any personal liability and shall also state the Gross Revenues as shown on the books and records of Concessionaire that was used to compute the Airport Fee made to TAIT during the fiscal year(s) covered by the written statement.

**Section 3.9 Delinquencies.** Without waiving any other right or action or remedy available to TAIT at law or equity, in the event that Concessionaire is delinquent for a period of thirty (30) days or more in paying to TAIT any Airport Fees payable to TAIT pursuant to this Agreement, the Concessionaire shall pay to TAIT interest thereon at the rate of eighteen percent (18%) per annum from the date such amount was due and payable until paid. Such interest may accrue with respect to disputed amounts being contested in good faith by Concessionaire until final determination as to the proper status of the disputed amount.

**Section 3.10 Fees and Other Payments a Separate Covenant.** Concessionaire will not withhold or reduce its required payments of fees and other charges provided in this Agreement. It is expressly understood and agreed by TAIT and Concessionaire that the payment of fees and other charges is a covenant by Concessionaire that is independent of the other covenants of the Parties hereunder.

## **Article Four: Gross Revenues**

**Section 4.1 Definition of Gross Revenues.** As used herein, the term “Gross Revenues” will mean the total amount actually charged by Concessionaire to its Airport Customers in connection with its Peer-to-Peer Vehicle Sharing Concession, and any additional services or accessories contracted, delivered, or rented, as shown in the Reservation, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the Vehicle is returned.

**Section 4.2 Revenues to be included in Gross Revenues.** Revenues derived from sources similar but not identical to those described herein will also be included in Gross Revenues unless expressly excluded by this Agreement.

### **A. Amounts to be Included in Gross Revenues**

Gross Revenues will include, but are not limited to, the following charges or fees for Peer-to-Peer Vehicle Sharing Concession: insurance (protection), pre-paid mileage overages, additional bookings (hours or days), pick up or delivery, prepaid cleaning, prepaid fuel (examples: EV fees, pre-paid fueling), young driver, pets, administrative, commercial hosting, extras (examples: camping tent, child car safety seat, travel accessories or conveniences, global positioning system navigation devices, guaranteed reservations), any amount charged by Owner or Concessionaire as an Airport pass-through fee to Airport Customers, service charges, and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from Concessionaire’s Peer-to-Peer Vehicle Sharing Concession under this Agreement unless expressly excluded by this Agreement.

### **B. Amounts to be Excluded and Restrictions on Exclusion**

The term “Gross Revenues” will not include:

1. The amounts of any federal, state, or municipal sales taxes separately stated in the Reservation, collected from Airport Customers and that are payable directly to TAIT by Concessionaire.
2. Any sums received by Concessionaire from Airport Customers or insurance carriers for claims or damage to Vehicles or to Concessionaire property, or for loss, conversion, or abandonment of such Vehicles. This exclusion does not include any payments by Airport Customers (actual payment amount(s)-not claim amount(s)) received by Concessionaire in lieu of rent for those Vehicles.
3. Any amounts received from Airport Customers or Owners as payment or reimbursement for any red-light tickets, parking tickets, tolls, tows, impound fees, or other fines.
4. Any sums received by reason of Concessionaire’s disposal of capital assets or trade fixtures.

5. Any discounts separately stated in the Reservation that are granted at the time the Peer-to-Peer Vehicle Sharing transaction commences with an Airport Customer and which are recorded and reported in separately documented accounts from non-excludable discounts. Concessionaire forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Concessionaire's acceptance of credit cards or other credit arrangements. No exclusion will be allowed for the portion of retroactive rebates, dividends or refunds to any Airport Customer upon attainment of a specified volume of transactions attributable to revenue or as part of any other marketing plan that does not list the discount in the Reservation at the commencement of the Peer-to-Peer Vehicle Sharing transaction with an Airport Customer.

6. Airport Customer satisfaction program adjustments applicable to revenues included in Gross Revenues that are subsequently refunded by Concessionaire and recorded and reported in a separately documented account from non-excludable adjustments. Concessionaire forfeits exclusion of all Airport Customer satisfaction program adjustments in the event otherwise allowable adjustments are commingled with any non-excludable amounts. Non-excludable adjustments are those that affect amounts already excludable from Gross Revenues since this would result in a duplicate deduction from Gross Revenues.

7. Any post-trip amounts received by Concessionaire from Airport Customers which are fully passed through to Owners without any mark-up or profit to Permittee, such as post-trip fuel replacement, cancellation fees, smoking fees, and post-trip cleaning fees.

#### C. Losses

It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Concessionaire, and TAIT is to be paid on Gross Revenues without charge or reduction for costs of such losses or charge-backs. Loss of Use payments by Airport Customers or insurance companies (actual payment amount(s)) received by Concessionaire in lieu of Peer-to-Peer Vehicle Sharing are considered to be included as Gross Revenues.

#### D. Presentation of Fees and Charges

Except as provided in the definition of Gross Revenues, all other fees or charges collected from the Airport Customer will be considered Gross Revenues and shall not be withheld from the percentage calculation. Concessionaire understands TAIT does not support the practice of transferring Concessionaire's obligation for payment of the Privilege Fee due herein to its Airport Customers but TAIT will not object to or limit any such practice. Except as already referenced herein, Concessionaire agrees that if such additional charges or fees are collected from the Airport Customer for the purpose of collecting the Privilege Fee due herein, such fees will be disclosed to the Airport Customer at the time the Reservation is made, and will be included in the calculation of Gross Revenues.

#### E. Rates and Fees Transparency



As part of an Airport Customer's Reservation, Concessionaire must disclose to Airport Customer(s) the total rates and fees or rates and fees calculation method on its website or within the online-enabled technology application platform before the Airport Customer accepts the Reservation.

**4.2 Diversion of Gross Revenues.** Concessionaire will not intentionally divert, through direct or indirect means, any of Concessionaire's Peer-to-Peer Vehicle Sharing business with Airport Customers to locations of Concessionaire or affiliates of Concessionaire without including the Gross Revenues of such transactions, as described in the definition of Gross Revenues, in Concessionaire's reported Gross Revenues. Any such intentional diversion of Gross Revenues will constitute a breach of this Agreement and TAIT will have the right to immediately terminate this Agreement upon determination by TAIT or its auditors that an intentional diversion exists or has occurred.

## **Article Five – Permit; Performance; Use**

**Section 5.1 Permit.** TAIT hereby grants to Concessionaire, and Concessionaire hereby accepts from TAIT for the Term of this Agreement, subject to the terms, provisions and conditions herein set forth, a non-exclusive permit to provide Peer-to-peer vehicle sharing in the Designated Area, identified in Exhibit "C."

**Section 5.2 Permit Contingent Upon Payment.** The grant by TAIT of the rights, licenses, use of facilities, services and privileges to Concessionaire under this Agreement shall, in each case be subject to the payment of the fees and charges required to be paid by Concessionaire hereunder.

**Section 5.3 Operating Costs.** Except as otherwise specifically provided in this Agreement, Concessionaire shall pay all expenses associated with the planning, implementation and ongoing costs and expenses of the Program provided for in this Agreement.

**Section 5.4 Use of Airport.** Concessionaire and TAIT may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Uses") and for no other purpose, and Concessionaire will not conduct any activity or operations at the Airport not expressly authorized by this Agreement unless otherwise approved in writing by TAIT.

Concessionaire's use of the Airport Facility in common with others shall be subject to rules and regulations existing or as may be established hereafter by TAIT, the City, or the FAA for use of the Airport. Further:

- a. 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 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 the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of Non-Discrimination Acts And Authorities.
- b. In the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to terminate the Agreement and revoke the Permitted Uses, and license as if said (license, permit, etc., as appropriate) had never been made or issued.

**Section 5.5 Owner Vehicle Use.** Concessionaire agrees that it will at all times require that Owners comply with all TAIT rules and regulations, policies, standard procedures, and operating directives.

Owners may only offer for use the Vehicles defined in Article One above, unless approved in writing by the TAIT prior to a Reservation.

**Section 5.6 Vehicle Condition.** Vehicles will be clean and neat in appearance, and safe for operation. Concessionaire agrees that it will require Owners to comply with Oklahoma motor vehicle laws and statutes, by Concessionaire policy.

**Section 5.7 Vehicle Inspection.** Vehicles operating under this Agreement may be subject at any time to inspection by TAIT staff or law enforcement officers as to passenger access, registration, Owner's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Owner and Vehicle at the Airport.

**Section 5.8 Identification of Vehicle.** Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.

**Section 5.9 Disputes and Solicitation.** Concessionaire and Owners will operate on the Airport in a safe and orderly fashion. Other than picking up or dropping-off Vehicles, Owners shall not solicit business while on Airport property in any way or fashion whatsoever. Owners also shall not engage in open or public disputes or conflicts that are incompatible with the best interests of the public at the Airport. Should TAIT be made aware of Owners violating either of these prohibitions, or any other prohibition set forth in this Agreement, TAIT will notify Concessionaire of the same and will expect Concessionaire to take any and all appropriate actions against the subject Owner(s). Concessionaire shall at all times be responsible for taking action against subject Owner(s) by the end of the business day following notice being provided by TAIT, irrespective of whether the Owner is an employee, independent contractor, licensee, subcontractor, or sublessee, or has any arrangement whereby the Owner is authorized by Concessionaire to share its Vehicle(s) via Concessionaire's Reservation platform on Airport property. TAIT will have the absolute right to resolve all such disputes or conflicts, and its determination concerning the manner in which Concessionaire will operate at the Airport will be binding upon Concessionaire.

**Section 5.10 Non-Exclusive Agreement.** It is understood that this Agreement, and any right or privilege granted herein, is nonexclusive and in no way establishes or vests in Concessionaire any priority use of the Airport relative to other commercial ground transportation users of the Airport.

**Section 5.11 Agreement Limitations.** This Agreement authorizes Concessionaire to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers on Airport property. Concessionaire will not operate an office or conduct any other kind of business on the Airport without written approval of TAIT.

**Section 5.12 Designated Area.** TAIT grants to Concessionaire the right to allow Owners to use the Designated Areas to pick up or drop off Vehicles or Airport Customers, pursuant to Section 3.2 above. Any revisions to the Designated Area will be made by letter from TAIT Chief Financial Officer to Concessionaire without the need for formal amendment to this Agreement.

**Section 5.13 Rights of Ingress and Egress.** So long as Owners are doing the business contemplated under this Concession Agreement at the Airport, Owners will have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, subject to the restrictions and conditions stated in Section 5.4 above, and further provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by TAIT or the use of the Airport by its tenants, passengers or employees; (b) shall use the Designated Areas to pickup

and drop-off Owner Vehicle or Airport Customer, and other areas that may be designated by TAIT from time to time; and (c) may be temporarily suspended by TAIT in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

Nothing in this Agreement shall act as a permit or a license to park at the airport in the Designated Area for the Owner's private or personal use.

**Section 5.14 Changes to Airport.** Concessionaire acknowledges and agrees that:

(a) TAIT will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Area; and

(b) TAIT has made no representations, warranties and/or covenants to Concessionaire regarding the design, construction, passenger or automobile traffic, or views of the Airport.

Without limiting the generality of the foregoing, Concessionaire acknowledges and agrees that:

(a) the Airport may from time to time undergo renovation, construction and other Airport modifications; and

(d) TAIT may from time to time adopt rules and regulations, policies, standard procedures, and operating directives relating to security or other operational matters that may affect Concessionaire's business.

**5.15 As-Is Condition.** Concessionaire accepts the Designated Areas and the Airport in their present condition and "as is" without representation or warranty of any kind, and subject to all applicable laws, ordinances, and TAIT Rules and Regulations, Policies, Standard Procedures, and Operating Directives.

**5.16 Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Owners in connection with the Peer-to-Peer Vehicle Sharing Concession:

- A. Any method used to circumvent Concessionaire's website, mobile application, or other platform;
- B. Allowing operation of an Owner's Vehicle on Airport roadways by an unauthorized person;
- C. Transporting an Airport Customer(s) in an unauthorized Vehicle;
- D. Picking up or dropping-off Vehicle(s) or Airport Customer(s), or their baggage, at any location other than the Designated Areas;
- E. Failing to provide information, or providing false information, to police officers or TAIT officials;
- F. Displaying to a police officer or TAIT official a Reservation in an altered or fictitious form;
- G. Soliciting Airport Customer(s) on Airport property;
- H. Recirculating on the road in front of the Main Terminal or other non-Designated Areas of the Airport;
- I. Failing to operate a Vehicle in a safe manner;
- J. Failing to comply with posted speed limits and traffic control signs;
- K. Using profane or vulgar language;
- L. Attempting to solicit payment in excess of that authorized by law;
- M. Soliciting for or on behalf of any hotel, club, nightclub, or other business;

- N. Soliciting any activity prohibited by applicable laws, rules, or regulations;
- O. Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- P. Disconnecting any pollution control equipment;
- Q. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;
- R. Operating a Vehicle without proper registration or at any time during which Concessionaire's privilege to operate on the Airport is suspended or revoked; and
- S. Engaging in any criminal activity.

In the event an Owner violates the terms of this Agreement, as determined by TAIT or Concessionaire, Concessionaire will take the following actions:

- i. 1st Offense - Verbal warning to Owner
- ii. 2nd Offense - Concessionaire will give written warning to Shared Vehicle Owner requiring the Shared Vehicle Owner to agree to full compliance of rules in writing, and Concessionaire will be subject to a liquidated damages in the amount of \$100.
- iii. 3rd Offense – Shared Vehicle Owner will be restricted from delivering Shared Vehicles to the Airport, and Concessionaire will be subject to liquidated damages in the amount of \$250.00.

## **Article Six – Compliance**

**Section 6.1 Governing Authorities.** Concessionaire, its officers, agents, servants, employees, contractors and licensees shall, in the performance of this Agreement, comply with all present and future laws, ordinances, orders, directives, rules and regulations now or hereinafter promulgated by the United States of America, the FAA, the TSA, the State of Oklahoma, the County of Tulsa, the City, TAIT and the Authority, their respective agencies, departments, authorities or commissions ("Applicable Law"). TAIT shall timely advise Concessionaire of any rules or regulations adopted by TAIT, the Authority, the City, or the County of Tulsa affecting Concessionaire's operations at the Airport. TAIT shall timely provide Concessionaire copies of any such written rules or regulations, if available.

### **Section 6.2 Governmental Requirements – General.**

- a. Concessionaire shall comply with all Governmental Requirements applicable to Concessionaire's use of the Airport and operation/utilization of the Designated Areas and improvements thereon. Without limiting the generality of the foregoing, Concessionaire at all times shall use the Airport in strict accordance with all rules, regulations and security plans that may be imposed by the FAA, TSA, TAIT, or the Authority with respect to the Airport and the aircraft operations thereof;
- b. Concessionaire shall procure, maintain and require all of its subsidiaries or assignees to procure and maintain during the Term hereof, from all governmental authorities having jurisdiction over the operation of the Concessionaire hereunder, all licenses, franchises, certificates, permits or other authorizations which may be necessary for all performance of this Agreement on the Airport;

- c. Concessionaire agrees to observe all security requirements of the Federal Aviation Regulations (14 C.F.R.) and the Airport's security plan and its rules and regulations, as the same may be from time to time amended; provided such Airport security requirements, rules and regulations are communicated in writing to Concessionaire by Airport. Concessionaire shall take such steps as may be necessary or directed by the Airport to ensure that its employees, agents and contractors observe these requirements; and
- d. Concessionaire agrees to comply in the performance of this Agreement with all applicable environmental laws, statutes, ordinances, regulations and orders, including all rules and regulations adopted by TAIT or Authority relating to protection of the environment.

**Section 6.3 Taxes.** Except as otherwise provided herein and for taxes being contested in good faith by Concessionaire, Concessionaire shall pay to the appropriate collecting authority on or before their respective due dates, all federal, state and local taxes and fees which may be levied upon Concessionaire on account of the business being conducted by Concessionaire in the Designated Areas at the Airport pursuant to this Agreement. It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grant no real estate property rights or interest to Concessionaire.

**Section 6.4 No Liability for Exercise of Powers.** Neither TAIT, the Authority, 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, the Authority, 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 so as to constitute a termination of this Agreement by operation of law.

**Section 6.5 Nondiscrimination.**

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

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

6. Incorporation of Provisions. The Concessionaire will include the provisions of paragraphs one through five 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.

7. 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 lessor.

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.

8. 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.

B. 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.

C. 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 thereupon revert to and vest in and become the absolute property of the TAIT and its assigns.

9. 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. 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;

B. 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;

C. 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.

D. 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.

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

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**Section 6.6 Disadvantaged Business Enterprise.** If Applicable to Concessionaire, Concessionaire agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 or successor regulations have the maximum opportunity to participate in available contracts, subcontracts or service agreements. Concessionaire agrees to submit all information necessary for TAIT to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise (“DBE”). Concessionaire agrees that it will comply with the Airport’s DBE Program (the “Program”), which Program shall be in accordance with 49 CFR Part 23 or successor regulations as shall apply to Concessionaire as an “Airport Concessionaire.” Concessionaire agrees that participation by any DBE will be in accordance with the goals and objectives of the Airport’s Program.

**Section 6.7 Americans with Disabilities Act.** Concessionaire shall take all necessary actions to ensure its facilities and employment practices are in compliance (and remain in compliance) with the requirements of Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38. Any costs of such compliance shall be the sole responsibility of Concessionaire.

**Section 6.8 Open Records Act.** Concessionaire understands and acknowledges TAIT’s and the Authority’s legal requirements to comply with the Oklahoma Open Records Act (51 O.S. 2001 §24A.1., et seq.). Concessionaire understands and 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.

## **Article Seven – Insurance and Indemnity**

**Section 7.1. Indemnity – General.** Concessionaire shall indemnify, protect, defend and hold completely harmless, TAIT, the Authority, and the City, and their trustees, officers, councilors, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Concessionaire’s use or occupancy of the Designated Areas, the Airport, or the rights, licenses, or privileges granted Concessionaire herein, or the acts or omissions of Concessionaire’s officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of TAIT. TAIT shall give notice to Concessionaire of any such liability, loss, suit, 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 early termination of this Agreement.

**Section 7.2. Insurance.** In addition to the all of the insurance required for Peer to Peer vehicles by Oklahoma statute to operate the Peer to Peer business in Oklahoma, Concessionaire must

maintain in force during the Term and any extended period commercial general liability, bodily injury and property damage insurance in comprehensive form including but not limited to 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 One Million Dollars (\$1,000,000) combined single limit. The insurance must be issued by an insurer licensed to do business in the State of Oklahoma.

Concessionaire agrees to maintain contractual liability insurance to insure Concessionaire's obligation to indemnify and hold TAIT, Authority, and City, their councilors, trustees, agents, officers, servants, and employees harmless and in accordance with the indemnification provisions of this agreement.

Concurrent with the execution of this Agreement, Concessionaire must provide proof of insurance coverage by providing a certificate of Concessionaire's insurance coverage, a copy of all endorsement(s) applicable to the insurance required herein. The certificate(s) of insurance, or endorsement(s) attached thereto, must provide that (a) the insurance coverage must not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to TAIT (10 days for non-payment of premiums), (b) TAIT, the Authority, and the City, and their trustees, councilors, agents, officers, servants, and employees are named as additional insureds, (c) the policy must be considered primary as regards any other insurance coverage TAIT or the Authority may possess, including any self-insured retention or deductible TAIT or the Authority may have, and any other insurance coverage TAIT or the Authority may possess must be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy must be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage must 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 must act to increase the limits of liability of the insurance company.

If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Concessionaire must, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to TAIT a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, without further notice and at its option, TAIT either may, in addition to all its other remedies (a) exercise TAIT's rights as provided in the default provisions of this Agreement, or (b) procure insurance coverage at Concessionaire's expense whereupon Concessionaire promptly must reimburse TAIT for such expense.

## **Article Eight – Events of Default**

**Section 8.1 Events of Default Defined/Cure.** The following will be "events of default" under this Agreement, and the terms "events of default" or "default" means, whenever they are used herein, any one or more of the following:

- a. Concessionaire fails to pay when due and owing any fees or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by TAIT;
- b. Concessionaire (1) mortgages, pledges or encumbers, any portion of its interest in this Agreement; (2) subject the Designated Areas to any lien of whatsoever nature, or (3) transfer, sublease

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. Concessionaire shall terminate its corporate structure, except as permitted herein;
- d. Concessionaire shall file a petition requesting relief or institute a 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 continued for ninety (90) days; or a receiver of all or substantially all of the property of Concessionaire shall be appointed and the receiver shall not be dismissed for thirty (30) days; or the Concessionaire shall make any assignment for the benefit of the Concessionaire's creditors;
- e. Concessionaire shall abandon, desert, or vacate the Designated Areas voluntarily;
- f. Concessionaire shall breach any term, provision, condition, obligation or covenant under this or any other agreement to which Concessionaire and TAIT, Concessionaire and the Authority, or Concessionaire and City are parties; or
- g. Concessionaire shall fail to comply with insurance requirements imposed in Section 7.2 hereof.

If Concessionaire commits an event of default as set forth in Subsections 8.1(b) through (g) hereof, and such failure shall continue unremedied for thirty (30) days after TAIT shall have given to the Concessionaire written notice specifying such default; then TAIT may proceed without further notice in accordance with Section 8.1(a) through (d) of this Agreement. Provided, TAIT may grant Concessionaire (in writing) such additional time as reasonably is required to correct any such default if Concessionaire has instituted corrective action and is diligently pursuing the same.

**Section 8.2 Remedies upon Concessionaire's Default and Failure to Cure.** Whenever an event of default of Concessionaire shall occur, and upon Concessionaire's failure to cure, TAIT may pursue any available right or remedy at law or equity, including:

- a. **Termination.** 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 the Agreement will terminate. In the event of termination, Concessionaire's rights, licenses and privileges granted pursuant to this Agreement and to possession of the Designated Areas immediately shall cease. TAIT may then reenter and take possession of the Designated Areas and Concessionaire forthwith shall surrender possession of the Designated Areas. Upon termination of this Agreement, Concessionaire shall be liable for payment of all sums accrued through the date of termination.
- b. **Release of Liability; Waiver.** If TAIT takes possession of the Designated Areas upon Concessionaire's default, TAIT may expel Concessionaire and those claiming through or under Concessionaire and remove their property. TAIT may remove all Concessionaire's property in or upon the Designated Areas and place such property in storage for the account of and at the sole expense of Concessionaire.

c. **Cumulative Remedies.** Each remedy available to TAIT under this Section shall be cumulative and shall be in addition to every other remedy of TAIT under this Agreement or existing at law or in equity.

**Section 8.3 Nonwaiver.** Neither the waiver by TAIT of any breach of 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 8.4 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 nonperformance, after 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 fees and charges. However, Concessionaire may institute such action against TAIT as Concessionaire may deem necessary to compel performance or recover its damages for nonperformance.

## Article Nine – Transfer of Interests

**Section 9.1 Assignment or Transfer of Interests.** Concessionaire shall not assign its obligations under this Agreement without TAIT's prior written consent; provided, however, Concessionaire may assign this Agreement without TAIT's consent to (i) any affiliate of Concessionaire or (ii) any person or entity purchasing substantially all of the assets or a majority of ownership or control of Concessionaire; provided, further however, in the case of (ii), such assignee (a) assumes in writing all of the obligations of the Concessionaire herein, (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of the Concessionaire immediately prior to such assignment, and (c) is qualified to do business in Oklahoma. Except as provided herein, the granting of consent under this Section may be made or withheld in TAIT's sole, unqualified discretion.

## Article Ten – Notice

**Section 10.1 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
- v. by electronic mail,



to the address of the party specified below:

if to TAIT or the Authority:

Tulsa Airports Improvement Trust  
Attention: Airports CEO  
7777 Airport Drive, Suite A217  
Tulsa, Oklahoma 74115  
[notice@tulsaairports.com](mailto:notice@tulsaairports.com)

and if to :

Turo Inc.,  
Attn: Ethan Dunkle  
111 Sutter Street, 12th Floor  
San Francisco, CA 94104  
[edunkle@turo.com](mailto:edunkle@turo.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) 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.

## Article Eleven – Additional Provisions

**Section 11.2 Severability.** In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

**Section 11.3 Entire Agreement; Modification.** This Agreement expresses the entire understanding of TAIT and Concessionaire concerning the Designated Areas and all agreements of TAIT and Concessionaire with each other concerning the subject matter hereof. Neither TAIT nor Concessionaire has made or shall be bound by any agreement or any representation to the other concerning the Designated Areas or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Concessionaire.

**Section 11.4 Execution of Counterparts/Electronic Signatures.** 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. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**Section 11.5 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 11.6 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 do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

**Section 11.7 Choice of Law; Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of 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 to make such payment or to perform or not to perform, as the case may be, such act or obligation.

**Section 11.8 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 fees and other charges required hereunder.

**Section 11.9 Construction of Agreement.** This Agreement and each term, provision and covenant hereof shall constitute both a contract and a license by and between the parties hereto.

**Section 11.10 Consent Not Unreasonably Withheld.** Whenever it is provided herein that the consent of TAIT, the Authority, the City or Concessionaire is required, such consent shall not be unreasonably withheld, conditioned or delayed.

**Section 11.11 Recovery of Attorney's Fees and Costs.** If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fee and costs incurred 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 11.12 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon TAIT, its successors and assigns, Concessionaire and their respective heirs, personal representatives and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

**Section 11.13 Agent of Service of Process.** If the Concessionaire is a foreign corporation with principal place of business outside the State of Oklahoma, then in such event the Concessionaire does designate its registered service agent as its agent for the purposes of service of process in any court action between it and TAIT arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Oklahoma by serving the Concessionaire's registered service agent.

**Section 11.14 Right to Develop Facility.** The parties hereto further covenant and agree that TAIT reserves the right to engage in further development and improvement to the Airport Facility as it may see fit, regardless of the desires or view of the Concessionaire and without interference or hindrance.

**Section 11.15 Nonliability of Officers and Employees.** No trustee, member, director or officer of TAIT or City or its constituting authority, nor employees of the Airport or its constituting authority, and no

member, manager, officer, director, employee or agent of Concessionaire, shall be charged personally or held personally contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.

**Section 11.16 Right to Amend.** In the event that the FAA, the TSA or the successors of either require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Provided, however, Concessionaire may terminate this Agreement if such event substantially restricts the Concessionaire from performing any of the Services for a period of thirty (30) days or more.

**Section 11.17 Time of Essence.** Time is expressed to be of the essence of this Agreement.

**Section 11.18 Good Faith.** The terms of this Agreement are for the mutual benefit of both parties. The parties agree that there is an obligation and implied duty of reasonable diligence and good faith imposed on both parties to make reasonable efforts to fulfill the terms, conditions and covenants imposed by this Agreement.

**Section 11.19 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 have 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 11.20 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]

Signatures

IN WITNESS WHEREOF, TAIT and Concessionaire have entered into this Agreement at Tulsa, Oklahoma, on the 11<sup>th</sup> day of July, 2024 to be effective September 1, 2024.

TULSA AIRPORTS IMPROVEMENT TRUST

By:

Alexis Higgins, AAE  
Airports CEO




Chair

TURO INC.

DocuSigned by:

By:

  
B704FE0F5B66425...

Title:

President

Doc id: 0002763

Version Date: 08/10/2022

EXHIBIT A – MONTHLY GROSS REVENUES REPORT

Company Name:\_\_\_\_\_

Monthly Reporting for the Month of: \_\_\_\_\_

Charges	Descriptions	Amount	Extended
Vehicle Use Sharing Charge		\$ -	
Additional Time or Mileage		\$ -	
Insurance		\$ -	
Late/Cancellation Charge		\$ -	
Delivery / Pick up Charge		\$ -	
Administrative or Other Incidentals		\$ -	
Under 25 or Additional Driver			
Fuel		\$ -	
Extras or Other Revenues (describe)		\$ -	
Extras or Other Revenues (describe)		\$ -	
Extras or Other Revenues (describe)		\$ -	
Extras or Other Revenues (describe)		\$ -	
Sales Taxes		\$	
Total Revenues			\$
Deductions:			
Less Exclusions per Agreement		\$	
Taxes			
Insurance Damage Claim Payments		\$ -	
Fines and Penalties		\$ -	
Disposal of Assets		\$ -	
Discounts			
Customer satisfaction program adjustments			
Total Deductions			\$
Gross Revenues Subject to Airport Fee			\$
Airport Fee ____%			\$
Number of Vehicle Sharing Uses	_____		
Number of Vehicle Sharing Use Days	_____		
Average Vehicle Sharing Use Rate	_____		
Total Due with this Report:			
____ parking spaces	\$		
Airport Fee: ____%	\$		
TOTAL DUE		\$	

I hereby certify that the above amounts are true, correct, and completely in accord with the definition of Gross Receipts, to the best of my knowledge, and that I am a responsible accounting officer of \_\_\_\_\_ (Company).

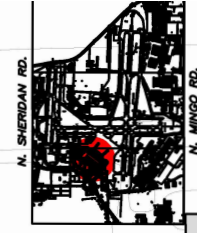
Company Official  
Printed Name of Company Official  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

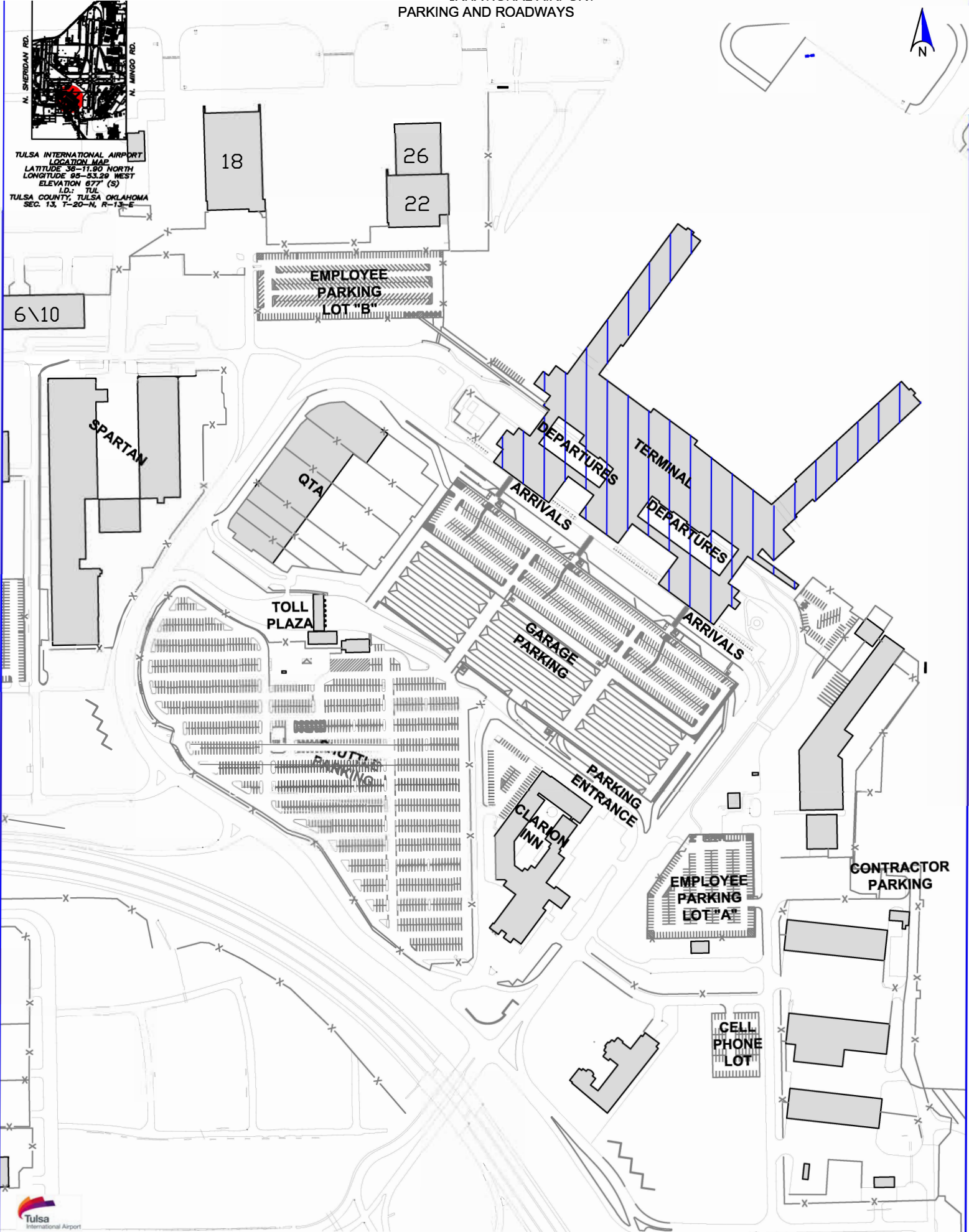
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# INTERNATIONAL AIRPORT PARKING AND ROADWAYS



TULSA INTERNATIONAL AIRPORT  
LOCATION MAP  
LATITUDE 36-11.80 NORTH  
LONGITUDE 95-53.29 WEST  
ELEVATION 677' (S)  
I.D.: TUL  
TULSA COUNTY, TULSA OKLAHOMA  
SEC. 13, T-20-N, R-13-E



Row Labels - FY20-24 Activity	Sum of Amount
Opening Balance	\$ 1,855,363.35
Interest	\$ 46,872.58
Project Payments	\$ (171,275.62)
QTA Rentals	\$ (704,177.00)
Year End Transfers per Bond Indenture	\$ 1,584,642.00
<b>Grand Total</b>	<b>\$ 2,611,425.31</b>
 FY25 Debt Service from CFC Funds	 <b>\$ (1,172,296.21)</b>



**Tait Customer Facility Charges**  
June 1, 2024 - June 30, 2024

Account Number:

CRAIG COCKLE  
TULSA AIRPORT IMPROVEMENT TRUST  
AIRPORT FINANCE ACCOUNTING MANAGER  
P.O. BOX 581838  
TULSA OK 74158

**Account Review**

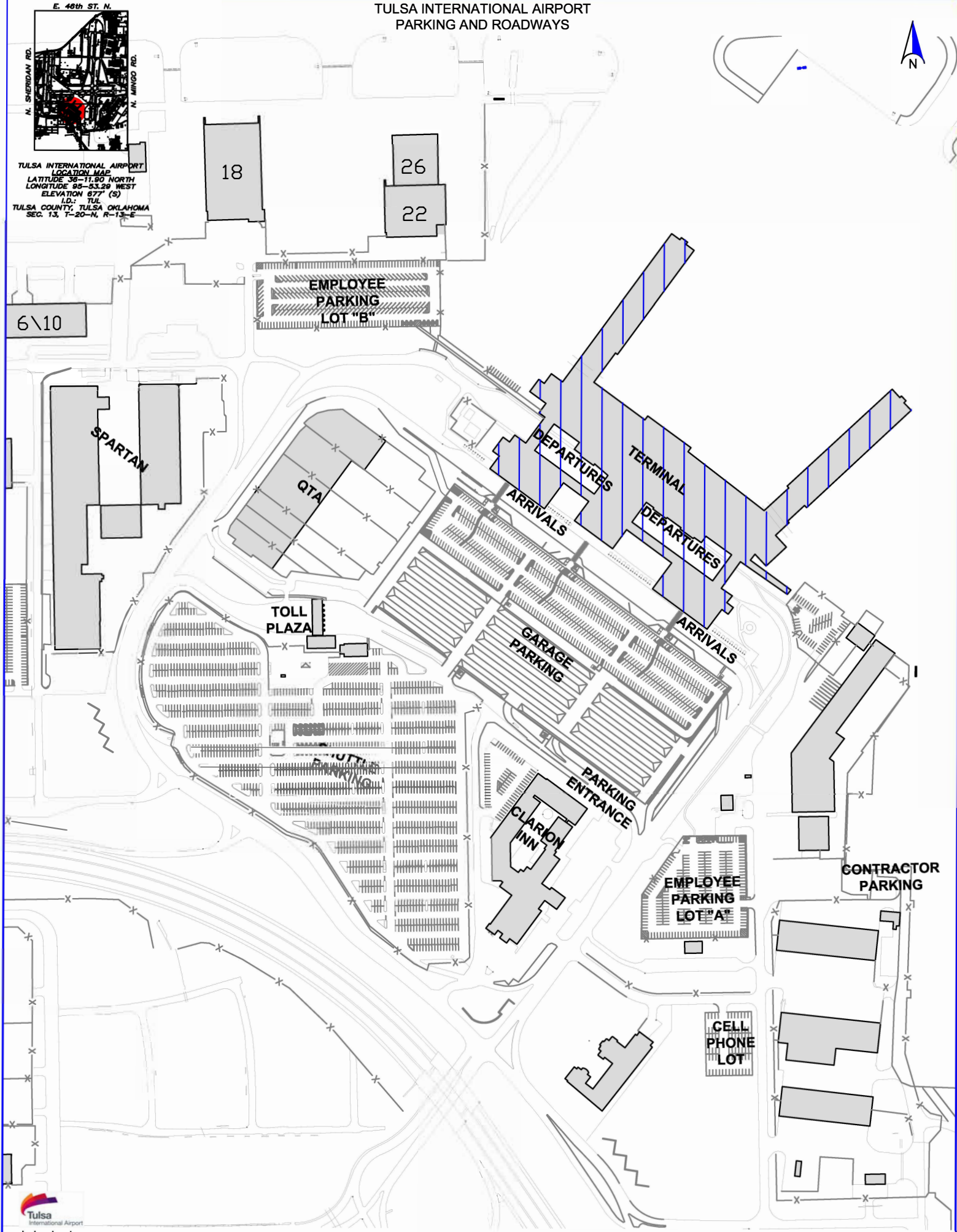
<b>Your Beginning Market Value:</b>	<b>\$ 462,093.57</b>	
<b>Income Earned :</b>	<b>\$ 1,944.74</b>	
<b>Contributions :</b>	<b>\$ 2,535,502.00</b>	
<b>Withdrawals :</b>	<b>\$ -388,115.00</b>	
<b>Your Ending Market Value :</b>	<b>\$ 2,611,425.31</b>	< - 6.30.24 Ending Balance



TULSA INTERNATIONAL AIRPORT  
PARKING AND ROADWAYS



TULSA INTERNATIONAL AIRPORT  
LOCATION MAP  
LATITUDE 36-11.80 NORTH  
LONGITUDE 95-53.29 WEST  
ELEVATION 677' (S)  
I.D.: TUL  
TULSA COUNTY, TULSA OKLAHOMA  
SEC. 13, T-20-N, R-13-E



6\10

SPARTAN

QTA

TOLL PLAZA

CLARION INN

DEPARTURES

TERMINAL

DEPARTURES

ARRIVALS

ARRIVALS

GARAGE PARKING

PARKING ENTRANCE

EMPLOYEE PARKING LOT "A"

CELL PHONE LOT

CONTRACTOR PARKING

