

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: February 19, 2024

RE: Concessionaire Agreement with Avis Budget Car Rental, LLC

Attached hereto for your consideration is a Concessionaire Agreement with Avis Budget Car Rental, LLC (Avis) to provide rental car services to on-and-off site Airport customers. Pursuant to this Agreement, Avis will be granted the non-exclusive right to rent space in the Airport's terminal building in order to operate its rental car concession.

The initial term of this Agreement is for a period of five (5) years, effective February 19, 2024, subject to City Commission approval. The Agreement also provides for one (1) additional five (5) year option of renewal upon mutual written agreement of the Parties. Either party reserves the right to terminate the Agreement for any reason upon thirty (30) days prior written notice. In accordance with the Agreement, Avis will pay base rent in the amount of \$619.67 per month or \$7,436 per year to rent and use counter and office spaces totaling 338 square feet at an annual rate of \$22.00 per square foot. The monthly base rent includes utilities, but does not include any applicable taxes, which Avis will pay in addition to the base rent.

Avis will also have access to approximately forty-five (45) parking spaces ("Ready Car Parking Spaces") at the Airport. Pursuant to the Agreement, Avis will operate and maintain the Ready Car Parking Spaces, including the cleaning and striping of those spaces. The City reserves the right to increase/decrease the number of Ready Car Parking Spaces available to Avis or relocate them to another area during the term of the Agreement. Avis shall be required to pay the City \$150.00 per month, in addition to any applicable sales tax, for the Ready Car Parking Spaces. In addition to the fee for the Ready Car Parking Spaces, Avis will be subject to the following Airport monthly concessionaire fees for "On-Airport" rentals (car rentals from airline passengers) and "Off-Airport" rentals (car rentals from non-airline passengers) pursuant to the Agreement:

On-Airport Rental Car Concessionaire Fees

1. 15% of Gross Revenue (total amount actually charged to a rental car customer)
2. \$4.95 Quick Turnaround Area Fee (location where Avis will clean/wash cars before moving them to the Ready Car Parking Spaces)

Off-Airport Rental Car Concessionaire Fees

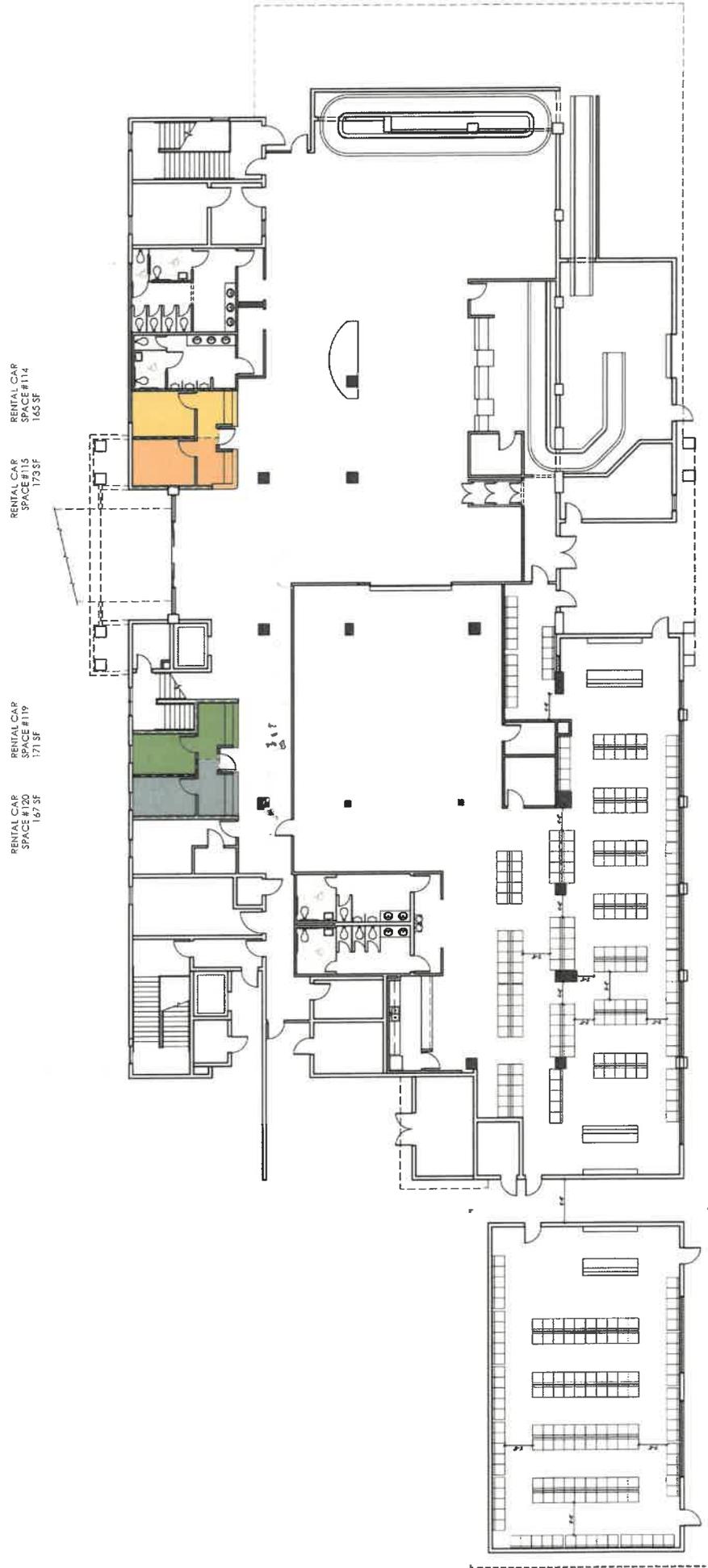
1. 10% of Gross Revenue (total amount actually charged to a rental car customer)
2. \$4.95 Quick Turnaround Area Fee (location where Avis will clean/wash cars before moving them to the Ready Car Parking Spaces)

It is recommended that the City Commission approve this Concessionaire Agreement with Avis and authorize the appropriate City officials to finalize and execute all corresponding documents consistent with the above-specified terms.

Attachment

EXHIBIT D

Rental Car Counter and Office Space



NOTE: EACH RENTAL CAR SPACE INCLUDES ONE (1) TRANSACTION COUNTER AND ONE (1) PRIVATE OFFICE.



RENTAL CAR EXHIBIT.

THE APIARY AND THE LUNZ GROUP | 11.01.2023
UC / 8084778

EXHIBIT E

READY CAR PARKING SPACES - AVIS BUDGET CAR RENTAL, LLC



Approximately 7,200 sq. ft.

Exhibit F
Rental Car Quick Turnaround Area (QTA)



2024-02-05

SIDE A - 834 SQ FT (Approx.)

SIDE B - 812 SQ FT (Approx.)

Use of the QTA is at the discretion
of
A v i s .

Avis may use either Side A
or Side B, or a combination thereof.

If multiple rental car companies
request use of the QTA, Avis will
work in good faith to provide them
equal access to the site.

The Airport Director will address all
disputes between rental car
companies and their use of the QTA
area.

LAKELAND LINDER INTERNATIONAL AIRPORT RENTAL CAR CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of February, 2024, (“Effective Date”) by and between the **City of Lakeland, Florida** a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the “City”, located at 228 South Massachusetts Avenue, Lakeland, Florida 33801, and **Avis Budget Car Rental, LLC**, located at 6 Sylvan Way, Parsippany, New Jersey 07054 hereinafter referred to as the “Concessionaire”.

WITNESSETH:

WHEREAS, the City owns and operates a municipal airport known as the Lakeland Linder International Airport, located in Polk County, Florida (hereinafter “Airport”) and is the sponsor of the Airport under federal law; and

WHEREAS, the City finds that businesses providing rental car concessions to on and off Airport customers derive a special economic benefit from the City’s ongoing airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of the Airport through fees imposed for the privilege of doing business with customers who use Airport facilities; and

WHEREAS, the City finds the provision and regulation of rental car services to Airport customers to be in the public interest and to be essential to the operation of the Airport; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Term. This initial term of this Agreement shall be in effect for a period of five (5) years from the Effective Date of this Agreement unless otherwise extended or terminated as provided herein. Thereafter, Concessionaire shall have one (1) additional five (5) year option of renewal upon mutual written agreement of the parties at the expiration of the initial term.
2. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.
3. Assignment/Subcontracting. Concessionaire shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Concessionaire shall provide written notice to the City

within thirty (30) business days of Concessionaire's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

4. City's Right of Termination. City reserves the right to terminate this Agreement, without cause, by providing thirty (30) days prior written notice to the Concessionaire of its intention to cancel, or with cause, pursuant to law and the terms of this Agreement, if at any time the Concessionaire fails to fulfill or abide by any of the terms or conditions specified herein. Failure of the Concessionaire to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.
5. Concessionaire's Right of Termination. In addition to any other right of cancellation herein given to Concessionaire or any other rights to which it may be entitled by law, as long as Concessionaire is not in default in payment to the City of any amounts due the City under this or any other agreement, Concessionaire may terminate this Agreement without cause by giving the City thirty (30) days prior written notice, to be served as hereinafter provided.
6. Concession Fee. Concessionaire shall pay to the City, in recognition of the economic benefit of the continued operation of the Airport, the fees set forth in **Exhibit A** incorporated herein by reference and attached hereto. It is the intent and understanding of both parties that the concession fee is paid for intangible rights and is not consideration for the use or occupancy of any real property owned by the City. Concessionaire acknowledges the fees may be amended from time to time or when the City publishes subsequent Rates and Charges.
7. Payment of Fees. Concessionaire shall submit to the Airport by the 15th day of the succeeding month of the term hereof a copy of an accurate statement of Gross Revenues as defined in Section 8. of the Agreement for the preceding month, and simultaneously therewith pay the Airport an amount set forth in **Exhibit A** for those percentages of Gross Revenues and applicable fees of the preceding month. Any fee that remains unpaid for a period of more than thirty (30) days from the date due shall be assessed a delinquent charge of 1.5% of the past due balance but in no event shall any such delinquent charges be assessed on the delinquent charges (no fees on fees)
8. Gross Revenues.

A. Gross Revenues as used herein shall mean the total amount actually charged to the customer prior to leasing a vehicle, after discounts whether for cash or credit or whether collected or uncollected by Concessionaire for or in connection with the use of a vehicle and any additional services including, but not limited to, the following:

- i. Concessionaire pass-through charges.
- ii. All insurance services charged to customer including Personal Accident Insurance.
- iii. All charges for Limited Damage Waiver (LDW) and Limited Collision Waiver (LCW) that exceed Seven Dollars and 00/100 (\$7.00) a day on limited coverage and Ten Dollars and 00/100 (\$10.00) a day for full coverage on LDW and LCW as allocated to national rental accounts.

B. Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer (i.e. promotional discounts given to other entities at a certain volume of customers participating in a program).

C. Gross Revenues shall not include the following:

- i. The amounts of any federal, state, or county sales taxes and Florida State surcharge separately stated on the rental agreement and collected from the customers of Concessionaire now or hereafter levied or imposed and paid to the appropriate taxing entity (rental fees charged to recover business costs are not taxes and are not excluded from Concessionaire income).
- ii. Any sums received by Concessionaire from customers for damage to vehicles and/or property loss, conversion, or abandonment.
- iii. Any sums received by Concessionaire's disposal of capital assets and/or trade fixtures.
- iv. Any sums received by Concessionaire for LDW and LCW charges that are separately stated and charged to the customer in customer's sales contract.
- v. Any sums received by customers for fueling or refueling services.
- vi. Any amounts received for payment or administration of red-light tickets, parking tickets, other governmental fines and fees, tolls, towing, and impounded cars.

D. It is understood and agreed that all losses are to be borne solely by Concessionaire and that the City is to be paid on the Gross Revenue without charge or reduction for costs of losses.

9. Concession Pass-Through. The City, while not requiring or endorsing this practice, shall not prohibit Concessionaire from charging its customers some or all of the concession fees paid to the City. However, such charge shall not exceed the amount set forth in **Exhibit A** and be titled "Concession Recovery Fee." Concession Pass-Through charges shall meet the following requirements:

A. Fees shall not be included, associated with, or implied as a tax on the customer's invoice.

B. Fees assessed to the customer shall not exceed those paid to the City by Concessionaire.

C. Fees shall not be identified, implied, or referred to as a tax or as a City-imposed charge by anyone employed or associated with Concessionaire, including counter personnel and reservation agents.

Failure to comply with the above-specified provisions will result in the Concessionaire losing its right to impose such fees during the term of this Agreement.

10. Payment. Concessionaire shall pay all fees and charges pursuant to this Agreement to the following address: Lakeland Linder International Airport, 3900 Don Emerson Drive. Ste. 210 Lakeland, FL 33811.

11. Taxes. Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed against its interest in the premises from which Concessionaire is operating, including sales tax on concession fee payments, furnishings, equipment or stocks of merchandise, and supplies.

12. Grant of Nonexclusive Concession. In exchange for payment of the Concession Fee, the City hereby authorizes Concessionaire to operate a rental car services business serving customers arriving and departing from the Airport. This concession is nonexclusive, and the City reserves the right to grant similar concessions to additional concessionaires, including those operating from Fixed Based Operators conducting business on their leaseholds, and to as many non-concessionaires as the City finds, in its sole discretion, to be in the public interest.

13. Use and Rights. The rights granted hereunder are expressly limited to the operation of a rental car concession pursuant to the terms of this Agreement, including the rental of vehicles or taking of reservations for the rental of vehicles for delivery at other locations. Concessionaire shall also

be entitled to sell or offer insurance incidental to the rental of its vehicles. The word "rental" includes leasing. The word "cars", "automobiles", and "vehicles" when used herein in the singular or plural shall include, but not be limited to, automobiles, cars, trucks, vans, and SUVs.

14. Access to Airport Roadway System. Currently the City does not impose any toll, access, or transportation fee for use of the Airport's roadway system including access to the terminal curb. In the event the City decides after the Effective Date of this Agreement, to impose a toll, access, or transportation fee for use of the Airport's roadway system, the Concessionaire shall be exempt from such toll, access, or transportation fees.
15. Access to Rental Car Counter and Office Space. Concessionaire shall pay the City for its use and occupancy of the Rental Car Counter and Office Space, as described in **Exhibit D** hereof, a rental rate of Twenty-Two dollars and (\$22.00) per square foot annually, in addition to applicable sales tax during the term of this Agreement. Rent for the two (2) Rental Car Counter and Office Spaces #114 and #115, totaling 338 square feet, shall be Six Hundred Nineteen Dollars and 67/100 (\$619.67) per month, in addition to any applicable sales tax. All payments shall be due on the first day of each calendar month during the term of this Agreement.

Concessionaire shall operate and maintain the Rental Car Counter and Office Space throughout the term hereof subject to all terms and conditions set forth in this Agreement. The City reserves the right to assign the location of the Rental Car Counter and Office Space to Concessionaire but will make reasonable efforts to accommodate the request of the Concessionaire.

For any improvements made to the Quick Turnaround Area (QTA), as described in **Exhibit F** hereof, the City shall provide a rent credit for the total cost of the improvements which will be applied to Concessionaire's monthly rent. Concessionaire shall be required to document any such improvements and provide the City with complete invoices showing the work completed. All such improvements shall become property of the City upon expiration or termination of this Agreement.

16. Access to Ready Car Parking Spaces. Concessionaire shall pay to the City, for the use and occupancy of the Ready Car Parking Spaces (Parking Spaces), as described in **Exhibit E** hereof, a sum of One Hundred Fifty Dollars and 00/100 (\$150.00) per month, plus applicable sales tax. All payments shall be due on the first day of each calendar month of this Agreement. Concessionaire shall operate and maintain the Parking Spaces, including cleaning and striping Parking Spaces, throughout the term hereof subject to all terms and conditions of this Agreement. The City reserves the right to assign the location of the Parking Spaces to Concessionaire, but City will make reasonable efforts to accommodate the request of the Concessionaire. City, in its sole discretion, further reserves the right to assign additional Parking Spaces to other concessionaires located in other Airport parking lots.

17. The City reserves the right to increase and/or decrease the amount of the Parking Spaces available or to relocate the Concessionaire's Parking Spaces to an alternative parking area.

18. Restrictions. Concessionaire agree to the following conditions:

A. Concessionaire shall not solicit customers for hire or transport customers on specific trips or for specified destinations.

B. Concessionaire shall not otherwise engage in the taxicab business or render the type of service to patrons or customers which is customarily performed by taxicab, Transport Network Carrier (TNC), and limousine services.

C. Concessionaire shall not provide valet parking services or a park and ride service for a fee from Concessionaire's place of business for customers other than Concessionaire's rental car customers.

D. Concessionaire shall not engage in any business activity regulated by the City other than as permitted herein.

E. Concessionaire shall not divert, or cause to be directed, any rental car service business from the Airport.

F. Concessionaire's sale of fuel shall be limited to its rental car customers.

G. Concessionaire shall not permit its agents, servants, or employees so engaged to solicit tips, to drive in an unlawful or reckless manner, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, to solicit business outside its own rental sales counter space(s) in any manner whatsoever, or to offer any service not directly authorized or related to the rental of vehicles hereunder.

H. Concessionaire shall not make any arrangements, or permit or allow its employees to make any arrangements, with any customer of Concessionaire which would allow the customer to pick-up or drop off a rental vehicle on Airport property other than at an appropriate ready car parking space or other location approved by the City. In the event Concessionaire desires to use

courtesy shuttle vehicles to transport customers between the terminal building and any such other approved location, Concessionaire shall obtain advance written approval by the Airport and comply with all conditions specified by the City.

I. Concessionaire shall not have the right to mortgage the Premises for the purpose of securing a loan from any lender.

J. Concessionaire shall not make any improvements or erect, maintain, or display any signs or any advertising at or on Airport property without the written approval of the Airport.

19. Quality of Service. Concessionaire shall furnish prompt, efficient, and courteous service adequate to reasonably meet all advertised services including holiday, seasonal, and other reasonable demands for car rental service at the Airport. Including furnishing devices to make available rental car services to persons with disabilities consistent with federal, state, and local laws. Concessionaire shall, within reason, control the conduct, demeanor, and appearance of its employees, invitees, and of those doing business with the Concessionaire. Concessionaire shall participate in a national reservation system throughout the term of this Agreement.

20. Condition of Vehicles. Concessionaire shall furnish rental vehicles in good operative order, free from known mechanical defects and in a clean, neat, and attractive condition inside and outside and as advertised for rental to its customers. Vehicles shall be late models manufactured not more than two (2) years prior to the rental thereof.

21. Period of Operation. Concessionaire for the purpose of providing automobile rental service shall remain open for such periods during each day as may be necessary to meet seasonal, holiday, and other reasonable demands for automobile rental services. If Concessionaire has a lease agreement to operate from a rental car counter space within the terminal, rental car counters shall be staffed with at least one (1) Concessionaire representative at least fifteen (15) minutes prior to the arrival of any scheduled air carrier aircraft.

22. Permits & Licenses. Concessionaire must secure and maintain any and all permits and licenses required to operate pursuant to this Agreement.

23. Records. Concessionaire shall maintain records of its operations hereunder, including franchisee/licensee records, rental agreements written at the Airport and federal and state tax

returns. Any rental agreements shall indicate that the Airport was the originating location of the rental.

24. Annual Audit. Within ninety (90) days after each anniversary of the effective date of this Agreement, Concessionaire shall provide, at its sole cost and expense, an audit by an independent certified public accountant, licensed in the State of Florida and acceptable to the City, of annual Gross Revenues and other applicable fees, as defined hereunder. The examination shall include a schedule of On-Airport and Off-Airport Gross Revenues and fees per month of the Concessionaire's operations. The auditor shall report such procedures and findings in a separate letter to the City. Any unreported revenues determined by the auditor are considered due by the 15th day of the following month.
25. Access to Records/Audit. The Concessionaire shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. Concessionaire shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all payments to the City. City reserves the right to audit such records upon notice to the Concessionaire, at Concessionaire's sole cost and expense.
26. Public Records. Concessionaire shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by the Concessionaire in performance of services pursuant to this Agreement.

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, Concessionaire shall keep and maintain public records required by the City in performance of services pursuant to this Agreement. Upon request from the City's custodian of public records, Concessionaire shall provide the City with a copy of

the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Concessionaire shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following termination or expiration of the Agreement if the Concessionaire does not transfer the records to the City. Concessionaire shall, upon expiration or termination of the Agreement, transfer, at no cost, to the City all public records in possession of the Concessionaire or keep and maintain public records required by the City to perform services pursuant to the Agreement. If the Concessionaire transfers all public records to the City upon termination or expiration of the Agreement, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon termination or expiration of the Agreement, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

27. Minimum Insurance Requirements. The Concessionaire must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit B** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Concessionaire must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to commencement of any activity under this Agreement.
28. Indemnification. Concessionaire shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Concessionaire in accordance with the indemnification provision set forth in **Exhibit C**, attached hereto and incorporated herein by reference.
29. Non-Liability. The City shall not be liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) temporary closure of the Airport in response to hazardous conditions or for any other reason, (b) cessation for any reason of scheduled air carrier operations at the Airport, or (c) diversion of passenger traffic to any other facility.

30. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.
31. Independent Contractor Status. The Concessionaire is and shall remain an independent entity and is neither an agent, employee, partner, nor joint venturer of the City.
32. Compliance with Laws. Concessionaire shall comply with all applicable local, state, and federal ordinances, codes, laws, statutes, regulations, and standards in force during the term of this Agreement.
33. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.
34. Notices. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address and first class mail:

Concessionaire:

Avis Budget Car Rental, LLC

6 Sylvan Way

Parsippany, New Jersey 07054

Attention: Legal Department

As to City:

Lakeland Linder International Airport

Attn: Airport Director

3900 Don Emerson Drive, Suite 210

Lakeland, FL 33811

35. Non-Discrimination. Concessionaire, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) Concessionaire shall use Airport facilities in compliance with all requirements of 49 CFR Part 21, Department of Transportation Subtitle A, Office of the Secretary, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as may be amended.
36. Airport Concession Disadvantaged Business Enterprise Participation (ACDBE). This Agreement may also be subject to the requirements of 49 CFR Part 23. Affirmative Action Employment Programs, may be applicable to the activities of Concessionaire, unless exempt by said regulations, and hereby agrees to comply with said regulations, as now or hereafter amended or any successor regulations, and all requirements of the City, FAA, and U.S. Department of Transportation, in reference thereto. These requirements include, but are not limited to, compliance with ACDBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by City, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises in accordance with the goals established. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any Agreement covered by 49 CFR Part 23. Concessionaire agree to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
37. Right of Flight. The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by the City, including such noise as is inherent in the operation of aircraft, now known or hereafter used, in such airspace for landing on, taking off from, or operation on the Airport.

38. Rights Reserved to City. Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to the City. The City expressly reserve(s) the right to prevent any use of Airport property which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.
39. Status Upon Expiration. If Concessionaire continues to conduct business after the expiration of the term of this Agreement or any extension of that term, Concessionaire will be deemed to be operating on a month-to-month basis, without limitation on any of the City's rights or remedies hereunder, subject to all of the terms and conditions of this Agreement. Fees shall be based on the same formula as the last month of the term of the Agreement prior to the hold over.
40. Surrender of Premises. Failure on the part of Concessionaire to remove its personal property from the Airport within thirty (30) days of the date of termination shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interest of the City. Any costs incurred by the City in the disposition of such property shall be borne by the Concessionaire.
41. Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facility of the Airport or the portion thereof wherein the Concessionaire is located then this Agreement shall thereupon terminate and the City shall be released and fully discharged from any and all liability hereunder.
42. Public Entity Crimes. As provided in §287.133, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date of this Agreement.
43. Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understanding with respect thereto.
44. Construction Lien. The City's interest in said Premises shall not be liable for or subject to any construction lien whether the City has given its written approval for the improvements or otherwise; Concessionaire shall save and hold harmless the City and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Concessionaire shall cause same

to be satisfied or shall bond off the lien. At the request of the City, Concessionaire will execute a memorandum of Agreement reciting the basic terms of this Agreement, including this provision, which memorandum, at the City's option, may be recorded in the Public Records of Polk County, Florida.

45. Americans with Disabilities Act. Concessionaire shall at all times maintain the Premises in accordance with and in compliance with the requirements of the Americans with Disabilities Act (ADA) of 1990, and its implementing regulations, as each may be amended from time to time, and with the State of Florida Accessibility Requirements Manual (ARM) as it applies to Concessionaire's facilities and operations at the Airport. If, as a result of Concessionaire's use or occupancy of the Premises, any additions, alterations or improvements must be made the City to any part of the Airport in order to comply with the requirements of the ADA or the ARM, or any other laws or regulations concerning the accommodation of persons with disabilities, Concessionaire shall reimburse the City, on demand, for the costs incurred by the City to effect such compliance.
46. Right to Entry. The City, through the Airport Director, shall have the right to request from Concessionaire and to be provided entry to the Premises assigned herein to Concessionaire, for the purposes and to the extent necessary to protect the City's rights and interest, to provide for periodic inspection of said Premises from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon forty-eight (48) hours' notice and jointly with a representative from Concessionaire. No notice shall be required in the event of emergency.
47. Quiet Enjoyment. The City covenants that Concessionaire shall and may peaceably and quietly have, hold and enjoy its Concessionaire space and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the Effective Date first written above.

CITY OF LAKELAND, FLORIDA

AVIS BUDGET CAR RENTAL, LLC

By: _____

H. William Mutz, Mayor

By: _____

Printed: _____

Title: _____

ATTEST:

ATTEST

By: _____

Kelly S. Koos, City Clerk

By: _____

Printed: _____

Corporate Seal]

Approved as to form and correctness:

Palmer C. Davis, City Attorney

EXHIBIT A
RENTAL CAR CONCESSIONAIRE FEES

The following Rates and Fees were established by Lakeland Linder International Airport at the time this Agreement was executed. In the event there is a conflict between this Agreement and subsequently published Rates & Fees, the most current published Rates & Fees shall prevail. Any such change in Rates & Fees will be subject to an Amendment to this Agreement. Any concession pass-through charges to customers shall not exceed the amounts set forth below and be titled "Concession Recovery Fee." For purposes of these Rental Car Concessionaire Fees, the term "On-Airport" shall mean car rentals from airline passengers/customers and "Off-Airport" shall mean car rentals from non-airline passengers/customers.

ON-AIRPORT RENTAL CAR CONCESSIONAIRE FEES

- 1) 15% of Gross Revenue – Per Customer Rental Agreement
- 2) \$4.95 QTA (Quick Turnaround Area) Fee – Per Customer Rental Agreement
 - a. Applicable to those vehicles being processed through the Airport's QTA. The QTA, as more specifically described in **Exhibit F**, is the location where the Concessionaire will clean and wash cars prior to moving them to the Ready Car Parking Spaces for use by Customers.

OFF-AIRPORT RENTAL CAR CONCESSIONAIRE FEES

- 1) 10% of Gross Revenue – Per Customer Rental Agreement
- 2) \$4.95 QTA (Quick Turnaround Area) Fee – Per Customer Rental Agreement
 - a. Applicable to those vehicles being processed through the Airport's QTA. The QTA, as more specifically described in **Exhibit F**, is the location where the Concessionaire will clean and wash cars prior to moving them to the Ready Car Parking Spaces for use by Customers.

EXHIBIT B
INSURANCE AND SAFETY REQUIREMENTS

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont’d)

Except for worker’s compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party’s employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and “**Products and Completed Operations**” coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City’s acceptance of renovation or construction properties.

The liability limits shall not be less than:

| | |
|--------------------------|-------------------------------------|
| Bodily Injury and | \$1,000,000 |
| Property Damage | Single limit each occurrence |

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

| | |
|--------------------------|-------------------------------------|
| Bodily Injury and | \$1,000,000 |
| Property Damage | Single limit each occurrence |

Workers’ Compensation: Workers’ Compensation coverage to apply for all employees for statutory limits and shall include employer’s liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. (“All States” endorsement is required where applicable). If exempt from Worker’s Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers’ Compensation exemption.

All subcontractors shall be required to maintain Worker’s Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization

BY: _____
Signature of Owner or Officer

E-mail Address

STATE OF : _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this _____ day of _____, 2024.

by _____, of _____.

Printed Name of Owner / Officer

Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Driver's License Number

identification, and did _____/ did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

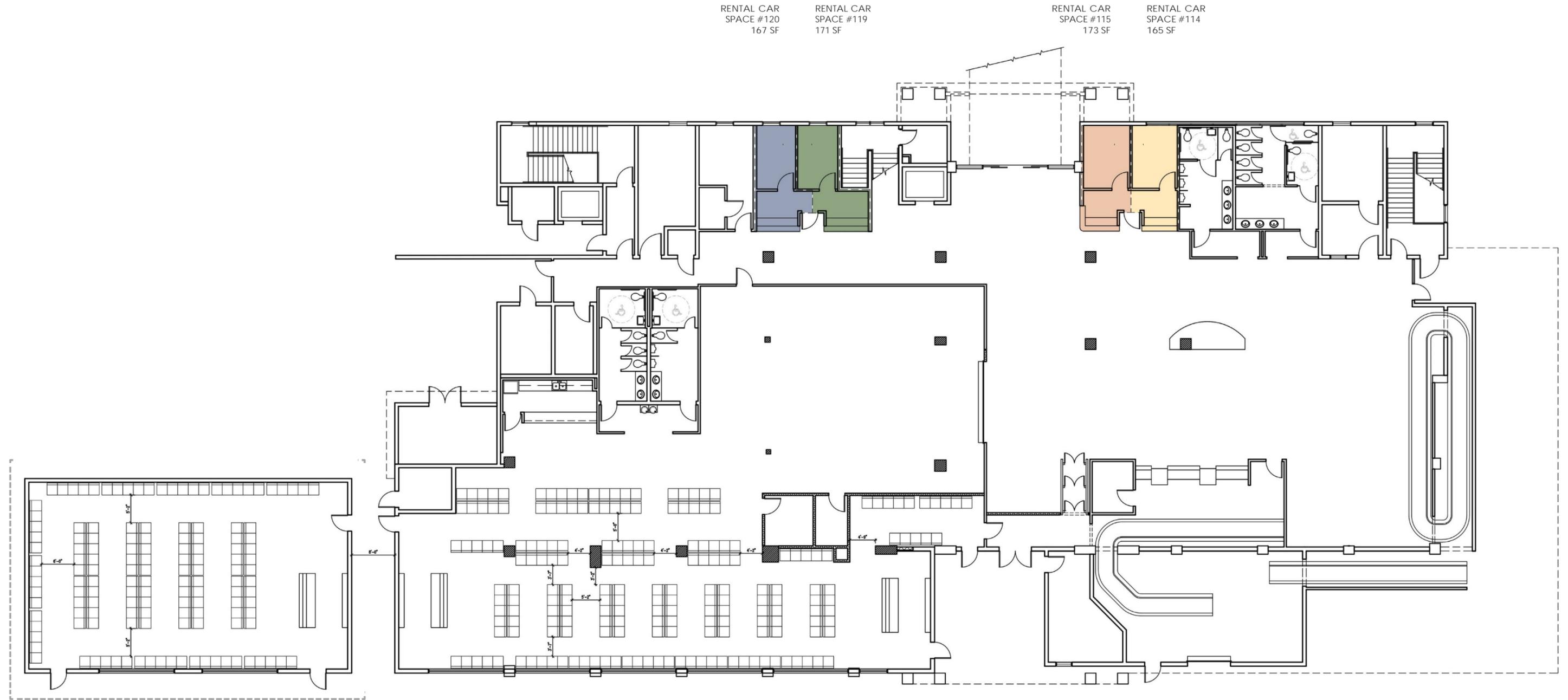
CITY OF LAKELAND

BY: _____
Joyce Dias, Risk Management & Purchasing Director

DATE _____

EXHIBIT D

Rental Car Counter and Office Space



RENTAL CAR
SPACE #120
167 SF

RENTAL CAR
SPACE #119
171 SF

RENTAL CAR
SPACE #115
173 SF

RENTAL CAR
SPACE #114
165 SF

NOTE: EACH RENTAL CAR SPACE INCLUDES ONE (1) TRANSACTION COUNTER AND ONE (1) PRIVATE OFFICE.

EXHIBIT E

READY CAR PARKING SPACES - AVIS BUDGET CAR RENTAL, LLC



Approximately 7,200 sq. ft.

Exhibit F
Rental Car Quick Turnaround Area (QTA)



SIDE A - 834 SQ FT (Approx.)

SIDE B - 812 SQ FT (Approx.)

Use of the QTA is at the discretion of Avis.

Avis may use either Side A or Side B, or a combination thereof.

If multiple rental car companies request use of the QTA, Avis will work in good faith to provide them equal access to the site.

The Airport Director will address all disputes between rental car companies and their use of the QTA area.