



Columbus Airport Commission Columbus Airport

REQUEST FOR PROPOSAL #2016-07 ON-AIRPORT RENTAL CAR CONCESSION

May 2, 2016

The Columbus Airport Commission is currently soliciting proposals from qualified rental car firms to provide rental car services for the Columbus Airport. Firms shall be granted non-exclusive rights to operate for a contract period of five (5) years, effective July 1, 2016 through June 30, 2021. The Commission has five (5) rental car positions in its terminal building. Proposals must be received no later than 2:00 PM on Friday June 1, 2016.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The Commission reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the Commission, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the Commission's website at www.flycolumbusga.com. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the Commission. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The Commission is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on **June 1, 2016** by 2:00 p.m. to:

Columbus Airport Commission
3250 W. Britt David Road
Columbus, Georgia 31909-5399

If you have any questions about the proposal process, or for technical questions and information contact Richard Howell at 706.324.2449 x 1410, or rhowell@flycolumbusga.com.

General Provisions

1. All proposals, consisting of two (2) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than **2:00 p.m. on June 1, 2016**. Late proposals will not be considered and will be returned, unopened. Proposals will remain sealed and secured until the stated due date and time for proposal opening.
2. All correspondence should be directed to:

Columbus Airport Commission
Attn: Richard Howell
3250 W. Britt David Road
Columbus, GA 31909
Telephone: (706) 324-2449, x1410
rhowell@flycolumbusga.com

FAX submissions will not be accepted as an appropriate response to this RFP.

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Proposals must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the RFP#, and RFP title. Failure to properly identify the proposal may result in rejection of the proposal. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER
Example: Your firm, Acme Inc., is responding to RFP 2016-07. Your Adobe Acrobat (pdf) file would be named: **Acme 2016-07**
6. Selection of a successful proposer will be accomplished as described herein.
7. This Request for Proposal does not constitute an offer to enter into a services agreement.
8. The Commission will accept one and only one proposal per vendor (See section on multi-branding). Prior to opening, should the Commission receive multiple submissions from one vendor the Commission may 1) contact the bidder to clarify which proposal is valid, or 2) reject all submissions from the vendor as unresponsive.
9. The Commission reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the Commission may appear.
10. All documents submitted to the Commission in response to this Request for Proposal will become the exclusive property of the Commission and may be returned to the proposer or kept by the Commission, in the Commission's sole discretion.

11. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
12. The Commission reserves the right to award the contract to the firm who presents the proposal which in the judgment of the Commission, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the fees proposed.
13. Should the proposer intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in the proposal (use additional sheets as necessary). The successful proposer shall be responsible for subcontractor(s) full compliance with the requirements of these specifications. **THE AIRPORT COMMISSION WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**
14. Corrections or withdrawals of inadvertently erroneous proposals before or after opening, or cancellation of awards of contracts based on such proposal mistakes may be permitted where appropriate. Mistakes discovered before opening may be modified or proposal withdrawn by written notice received in the office the Airport Director prior to the time of the opening.

After opening, no changes in proposal prices or other provisions of proposals prejudicial to the interest of the Commission or fair competition shall be permitted. In lieu of any correction, a successful proposer alleging a material mistake of fact may be permitted to withdraw its package if the mistake is clearly evident, or if the proposer submits evidence, which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit corrections or withdrawals of proposals or to cancel awards or contracts based on mistakes will be supported by the written determination of the Airport Director.

15. If it becomes necessary to revise any part of this proposal package, a written addendum will be provided to all proposers. The Commission is not bound by any oral representations, clarifications, or changes made to the written specifications by Commission employees, unless such clarification or change is provided to the bidders in written addendum form from the Airport Director. Proposers will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the proposer's responsibility to ensure that they have received all addenda.**
16. During the evaluation of proposals, the Commission reserves the right to request clarification of proposal packages and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible proposer whose proposal meets the Commission's needs according to criteria designated in the solicitation. The determination of the most responsive and responsible proposer may involve all or some of the following factors:

prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, experience, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The Commission shall be the sole judge of the factors and will make the award in the best interest of the Commission.

17. Proposers may be disqualified and rejection of proposals may be recommended by the Selection Committee for any (but not limited) of the following reasons:
 - a. Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
 - b. Any irregularities contrary to the General Provisions or bid specifications.
 - c. Unbalanced unit price or extensions.
 - d. Unbalanced value of items.
 - e. Failure to use the proper forms furnished by the Commission.
 - f. Failure to complete the proposal properly and in the format specified by the Commission.
 - g. Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with proposal.
 - h. Failure to properly sign forms in ink.
18. All proposers will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
19. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. Bids found to be in non-compliance with these requirements will be subject to rejection.
20. By signing and submitting this proposal, proposer declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the Commission's bid list for one full year and any current orders will be canceled.
21. The successful proposer agrees, by entering into any contract, to defend, indemnify and hold Commission harmless from any and all causes of action or claims of damages arising out of or under this contract.
22. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the Commission that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of Commission contracts to

the extent practical and consistent with the efficient performance of the contract.

23. The successful proposer will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin or physical handicap.
24. A protest with respect to this Request for Proposals shall be submitted in writing to the Airport Director no less than five (5) days prior to the opening of bids or later than the closing date of proposal. If the matter is not resolved by the Airport Director, then an appeal may be filed with the Airport Commission.
25. During the evaluation of bids, the Commission reserves the right to request a demonstration or site visit of the product, equipment or service offered by a proposer. The demonstration or site visit shall be at the expense of the proposer. Proposers, who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
26. When such action is in the best financial interest of the Commission, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Airport Commission and in accordance with contract terms.
27. Questions concerning specifications must be submitted, as provided herein. Questions received after the deadline provided herein will not be considered
28. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the Commission during subsequent negotiations. The sample agreement contained herein is for reference to the anticipated terms and conditions governing the Commission and the successful proposer. The proposer must take exception in their proposal to any section of the attached draft agreement they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample agreement. The Commission reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. **BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COMMISSION INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE AGREEMENT.** The selected proposer will be asked to provide evidence that Commission insurance requirements have been met. See Exhibit "A" – Sample Commission Agreement.
29. The parties agree that this RFP and subsequent agreements shall be governed by and interpreted in accordance with the substantive laws with the State of Georgia, without regard to conflicts of laws rules. Any and all actions with respect to matters arising out of or under the RFP or any subsequent contract may be adjudicated only in a court of

competent jurisdiction in Muscogee County, Georgia and the Proposer waives any and all objections to the personal jurisdiction of such courts.

30. CALENDAR OF EVENTS:

The following is a tentative schedule of events which the project is expected to follow. These dates are considered flexible and the Commission reserves the right to adjust the dates and timeframes as necessary.

RFP Available	May 2, 2016 on www.flycolumbusga.com
May 12, 2016, 10:00 AM	Pre-Proposal Conference
May 16, 2016, 5:00 PM	Questions Deadline
May 20, 2016	Final addendum issued
June 1, 2016, 2:00 PM	Proposals Due
June 6, 2016	Contract negotiations begin
June 17, 2016	Last date for negotiated contract
June 22, 2016	Commission considers new contracts
July 1, 2016	Contracts begin

PROPOSAL GENERAL

1. PURPOSE

The purpose of these Request for Proposals (RFP) Instructions is to furnish general information to prospective Proposers concerning the proposing and awarding of nonexclusive rental car concession privileges at Columbus Airport (CSG) (Airport). These Instructions are not intended to completely define the proposed contractual relationship to be entered into by the Columbus Airport Commission (Commission) and successful Proposers.

Proposers are referred to the attached sample form of Agreement which the Commission may enter into with the successful Proposers. The final Agreement will be similar in form to the attached sample. The Commission will review and evaluate each proposal to determine whether the proposal has been submitted in accordance with these Instructions.

2. AIRPORT INFORMATION

The Airport is a commercial service airport in serving western Georgia and eastern Alabama located approximately three miles northeast of downtown Columbus, GA. The MSA for the Airport is approximately 472,000 and is growing 2% annually. The Airport is owned and operated by the Columbus Airport Commission, an authority created under an amendment to the Constitution of the State of Georgia in 1968.

The terminal building includes approximately 80,000 square feet of enclosed space consisting of passenger ticketing, waiting and screening area, restaurant, Cyber Café and has six ground loading airline positions. The terminal has a second floor that includes administrative offices, second floor aircraft loading and an FAA control tower access.

The facility is 10 miles from Ft. Benning, the 12th largest military installation in the United States.

Gross revenues for the five incumbent providers for the last five years:

FY 2016	FY 2015	FY 2014	FY 2013	FY 2012
88,077.46	154,828.94	154,804.61	145,284.23	147,178.58
64,642.60	93,377.80	74,051.74	92,086.67	86,127.85
84,925.90	131,799.44	137,648.85	182,409.55	187,280.09
69,862.82	113,406.51	96,467.76	122,323.16	98,550.25
105,583.73	139,772.14	136,224.56	167,508.53	177,897.21
\$413,092.51	\$633,184.83	\$599,197.52	\$709,612.14	\$697,033.98

3. AIR SERVICE

The Airport is currently served by Delta Airlines. This carrier offers approximately four arriving and departing flights daily to and from Atlanta, GA. The Airport also serves general aviation traffic, including extensive corporate, business and military travel. The Airport is an all-weather facility open 24 hours per day, seven days per week and offers a full range of aeronautical services. Passenger levels for last four years:

	Enplanements	Deplanements
FY15-16*	30,613	31,725
FY14-15	42,226	40,987
FY13-14	42,949	42,680
FY12-13	59,646	62,080
YTD March 31, 2016		

The Commission has an active air service development program and in 2014 was awarded a Small Community Air Service Development Grant of \$750,000 to use as a revenue guarantee for airline service to a new major hub. The Commission is also actively pursuing less than daily service into Florida markets.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Thursday May 12, 2016 at 10:00 AM in the Airport Administration Conference Room located in the Terminal Building on the second floor. All interested parties are encouraged to attend this conference.

5. QUESTIONS AND COMMENTS

All questions or comments concerning these Instructions, exhibits, appendices, sample Agreements, and any clarifications or amendments to these Instructions must be in writing. All questions and comments must be received no later than 5:00 p.m. Friday May 13, 2016 to the address listed in the General Provisions provided herein.

6. DBE PARTICIPATION

The requirements of 49 Code of Federal Regulations Part 23, of the U. S. Department of Transportation, applies to this concession. It is the policy of the Commission to practice nondiscrimination based on race, color, sex, or national origin in award or performance of these concession services. All firms qualifying under this solicitation are encouraged to submit proposals. These requirements apply to all concessions, firms and suppliers.

Concessionaires agree to ensure that DBEs have the maximum opportunity to participate in the performance of the Concession to be awarded or in any contracts or subcontracts resulting therefrom. In this regard, Proposers shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts, including without limitation, supply goods and/or service contracts. Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of such contracts or subleases.

7. PROPOSER QUALIFICATIONS

Each awarded firm shall have non-exclusive rights to provide rental car services, subject to the terms and conditions set forth in the Concession Agreement (see Sample Agreement).

To qualify for award, each proposing firm must have, at a minimum:

- 100% ownership or authorization to operate the brands proposed.
- Three (3) years' experience in providing rental car services. Experience may include a single brand or combination of brands, but each brand must be at least one year, with five years total.
- Revenues of at least \$100,000 per year for the past 3 years. Revenues may be for a single brand or multiple brands. For multiple brands, combined yearly revenue must be at least \$100,000.
- No outstanding judgments or bankruptcies within the past 5 years.
- Sufficient number and variety of vehicles readily available for use.
- Sufficient trained and licensed personnel for prompt, courteous service.
- Ability to provide and maintain accurate records of receipts/revenues.

8. MINIMUM SERVICE AND OPERATING REQUIREMENTS

Obligation to Rent Motor Vehicles. The Concessionaire shall exercise the privilege granted to Concessionaire in this agreement of renting motor vehicles and accordingly, shall, during the entire term of this agreement, rent for consideration, non-chauffeured motor vehicles to the public at and from the premises leased herein at the Airport. Further, the Concessionaire shall take all reasonable measures, within proper business practices, to maintain, develop and increase its business of renting non-chauffeured motored vehicles to the public at and from the premises leased herein at the Airport.

Quality of Service. The Concessionaire agrees it will conduct a first-class operation and will provide the public with good, prompt and efficient service hereunder including, but not limited to, an adequate supply and variety of late model and low mileage motor vehicles which shall be maintained by the Concessionaire in first-class operating and mechanical condition and repair and in clean and attractive condition.

Personnel. The Concessionaire shall retain an active, qualified, competent and experienced manager or other similar authorized representative at the Airport or elsewhere in the area to manage and supervise the concession granted herein and to coordinate all concession activities with Airport Management. The Concessionaire shall, at all times, employ and provide trained personnel adequate to conduct the concession in a first-class manner. All personnel of Concessionaire shall present a neat and clean appearance, and shall be courteous and efficient in the discharge of their duties, in order to promptly and efficiently serve the public and to provide a high quality of operation. The Concessionaire, its agents, servants, and employees shall conduct themselves in an orderly and proper manner so as not to disturb, annoy, or offend others at or about the Airport. Upon notification by the Airport Director of any violation of this paragraph the Concessionaire shall forthwith take all necessary steps to correct the cause of the violation.

Condition Concerning Hours of Labor. Concession operations shall be open to the public on any day there are scheduled flights. Minimum of counter service operations are from at least one half (1/2) hour prior to first scheduled airline departure until one-half hour after last airline arrival.

Operation of Motor Vehicles by Authorized Personnel. Concessionaire shall make sure that personnel and authorized representatives do not race, speed, or operate motor vehicles in an unsafe manner on Airport property. Any violations observed by Commission will be reported to Concessionaire's appointed manager for immediate correction and discipline by Concessionaire. Should this behavior continue, Commission shall have the option of requesting that said employee be removed from the premises.

Care of Area. The Concessionaire covenants and agrees to maintain all premises leased by it at the Airport in a neat, clean, safe, sanitary condition at all times.

Intoxicants. Concessionaire shall not keep, sell, store, or permit the keeping, selling, storing, or consumption of any narcotics, beer, liquor, wine, or other narcotic or intoxicating materials in, on, or about the leased premises.

No Diversion/Solicitation. Concessionaire shall not, through its officers, agents, representatives or employees, divert or cause to be diverted any prospective concession patrons from the Airport to another location. If any such diversion does occur, the diverted transaction shall be deemed to have occurred at the Airport. Additionally, Concessionaire shall not, through its officers, agents, representatives or employees engage in the solicitation of, or pressure sales tactics for, services offered on or about the Airport.

Concessionaire shall fully comply with the proposed Customer Facility Charge (CFC) which requires collection of the Customer Facility Charge established as a transaction/day fee that will be charged to rental car customers by the operator and remitted to the Commission monthly.

Operations shall fully comply with all Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) regulations, including security requirements and Airport Rules and Regulations. Employees may be badged in accordance with City security procedures and regulations and shall fully comply with Transportation Security Administration Regulation 49 CFR Part 1542 regarding conduct and access to the Airport Operations Area (AOA).

In the Terminal Building, successful Proposers will be required to install all counter inserts in the public counter area and in office space, all necessary furnishings, fixtures, trade fixtures, equipment, and signage necessary to operate a first-class concession. **All plans and specifications, materials and color selections are subject to review and approval by the Airport Director.** Successful Proposers will provide the necessary signage for the return parking spaces to be mounted by the Commission.

9. FACILITIES

There are five (5) rental car counters on the terminal first floor adjacent to baggage claim. Spaces are approximately 330 square feet and include a front counter and private office. Attachment 1 identifies the locations of the counters in the terminal. Complementary Wi-Fi is provided in the terminal free of charge but not as a dedicated service within the concession spaces.

The Commission currently provides two Ready/Return Lots. Lot A east of the terminal building has 105 spaces. Lot B west of the terminal has 21. See Attachment 2 for locations.

The Commission provides one four bay service area and expanded car parking/storage at a location northwest of the terminal entry road. Utilities and maintenance for this are shall be the responsibility of the rental car providers. See Attachment 3 for location

See Allocation of Facilities.

10. FEES AND CHARGES

Minimum Annual Guarantee (MAG)/Gross Revenues: Compensation to the Commission shall be the greater of the minimum monthly guarantee (one-twelfth of the MAG) and eleven (11%) percent of gross revenue

Customer Facility Charge (CFC): Concessionaires operating at Columbus Airport shall charge each customer a Customer Facility Charge of \$2.00 per customer per day, which shall be used for improvements and/or expansion, as funding allows of rental car concession areas. The Commission reserves the right to use these funds for planning, financing, and/or construction projects, according to the Commission's best interests. Commission will meet annually with Rental Car Concessionaires to discuss RAC needs and CFC usage.

Ready/Ready Return Parking: Concessionaire will pay \$10.00 per space per month (See Allocation of Facilities).

Service Area Fee: Monthly the Concessionaire will pay a share of the Service Area Fee to be allocated once the number of successful bidders is determined. Baseline cost of the Service Area is approximately \$7,000 annually.

11. ALLOCATION OF FACILITIES

Each Concessionaire will have one counter and associated office space in the terminal building (Attachment 1). Each company will have ready and return spaces in the designated parking areas near the terminal building. Additionally, Each Concessionaire shall be assigned one bay and associated storage space in the Service Center Area. Although the Commission may consider a number of factors in awarding the Concession Agreements, the location of counter /office space in the new terminal building, parking spaces and Service Center wash bay will be awarded to the Proposers in rank order with the Proposer offering the highest minimum guarantee for the five year term of the agreement having first choice, the Proposer offering the second highest total minimum guarantee for the three year term having second choice and so on.

The Commission will have available Ready & Return parking spaces next to the terminal Building (Attachment 2). Although the Commission may consider a number of factors in awarding the parking spaces, the number and location spaces will be determined by the total MAG submitted by all successful Proposers. Each successful proposer will be allowed to pick the location of parking spaces in a similar manner as counter/office space described above. The number of spaces will be contingent on the Proposers share of the total MAG bid. For example, if five proposers submitted the following MAG bids:

	MAG	% of total	Spaces
Proposer 1	\$40,000	16.9%	21
Proposer 2	\$55,000	23.2%	29
Proposer 3	\$43,000	18.1%	23
Proposer 4	\$58,000	24.5%	31
Proposer 5	\$41,000	17.3%	22
Total	\$237,000	100%	126

In this example, Proposer 4 would have first choice of counter/office location in the terminal. Proposer 4 would also have first choice of location of Ready/Return Spaces and would be allocated 24% of the available spaces or 31 of 136 available. Proposer 2 would follow selecting counter/office location, parking space location and would receive 23% of the available spaces or 29. The other proposers would follow in order of the bid. Proposers with identical bids will be separated by the date/time the bid package was received.

The determination of space at the Service Area will be similar to determination of space inside the terminal. Allocation of Service Area expenses shall be divided among the RAC provider in a similar method as allocation of the Ready/Return Spaces.

12. BASIS OF AWARD

Concession Agreements will be awarded to up to five (5) highest qualified Proposers who submit proposals most favorable to the Commission based upon the requirements.

13. ADDENDA

Any addenda to this Request for Proposals will be mailed to all potential firms who have been issued a copy of the RFP. Responses to relevant questions submitted by the date indicated in the Calendar will also be mailed to all potential firms who have been issued a copy of the RFP. Relevancy of questions will be at the sole discretion of the Commission.

14. DOCUMENTS TO BE SUBMITTED (Attachment 4)

- a. Proposal Form
- b. Questionnaires/Forms
- c. Addenda sheets

15. SELECTION PROCESS

An evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP. Proposal criteria shall be evaluated in rank order of importance as listed below:

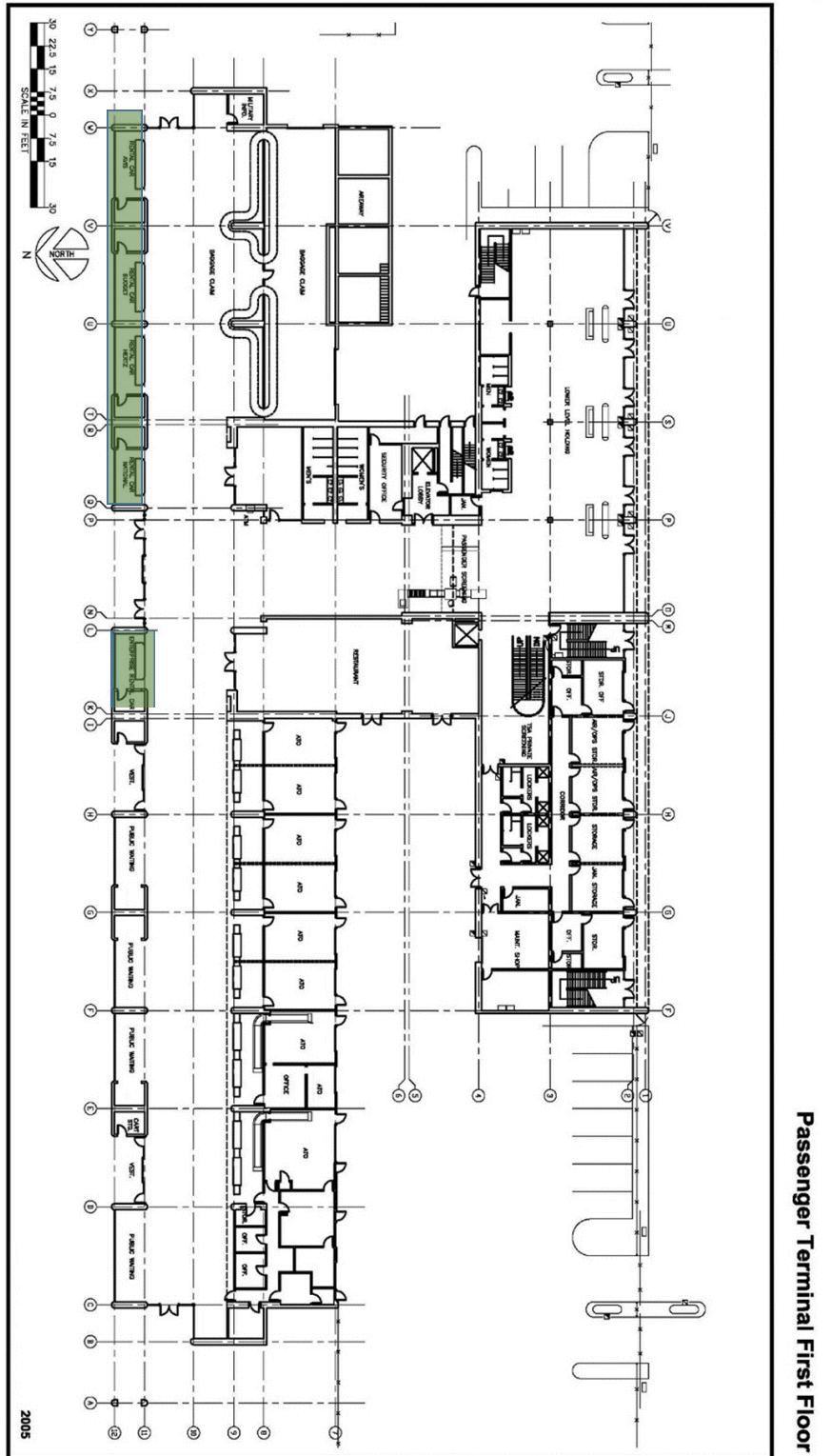
- a. The sum total of the minimum annual guarantees proposed for the five year term of the Non-Exclusive Rental Car Concession Agreement.
- b. Previous background, experience and submitted proposal of Proposers with respect to the minimum qualifications.
- c. Previous background or history of default or arrearage in previous or existing agreements with the Commission

16. CONTACT PERSON

Columbus Airport Commission
Attn: Richard Howell, AAE
3250 W. Britt David Road
Columbus, GA 31909-5399
706-324.2449 x1410
706.324.1016

Interested firms shall not contact other Commission staff with questions or suggestions regarding this Request for Proposals without first contacting Richard Howell.

Attachment 1: Terminal Space



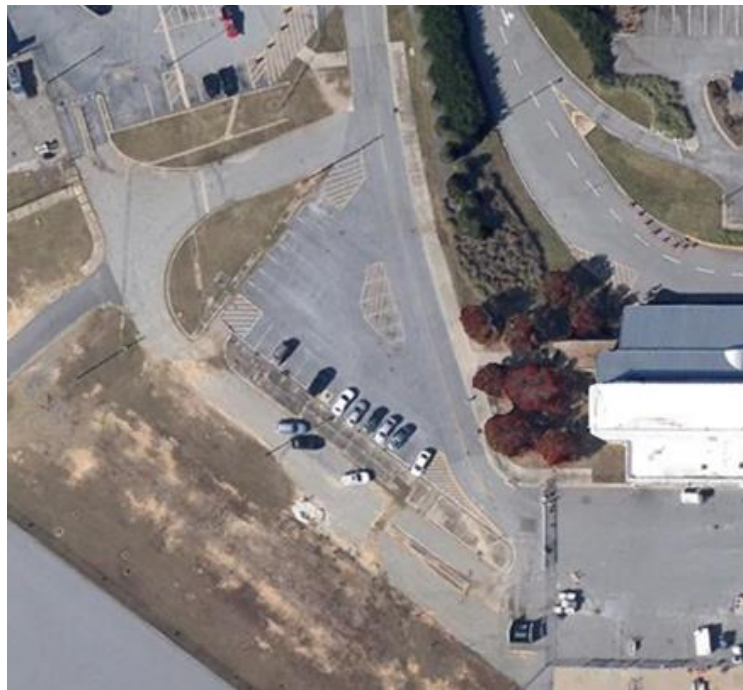
Passenger Terminal First Floor

 Rental Car Counters

Attachment 2: Ready/Return Lots

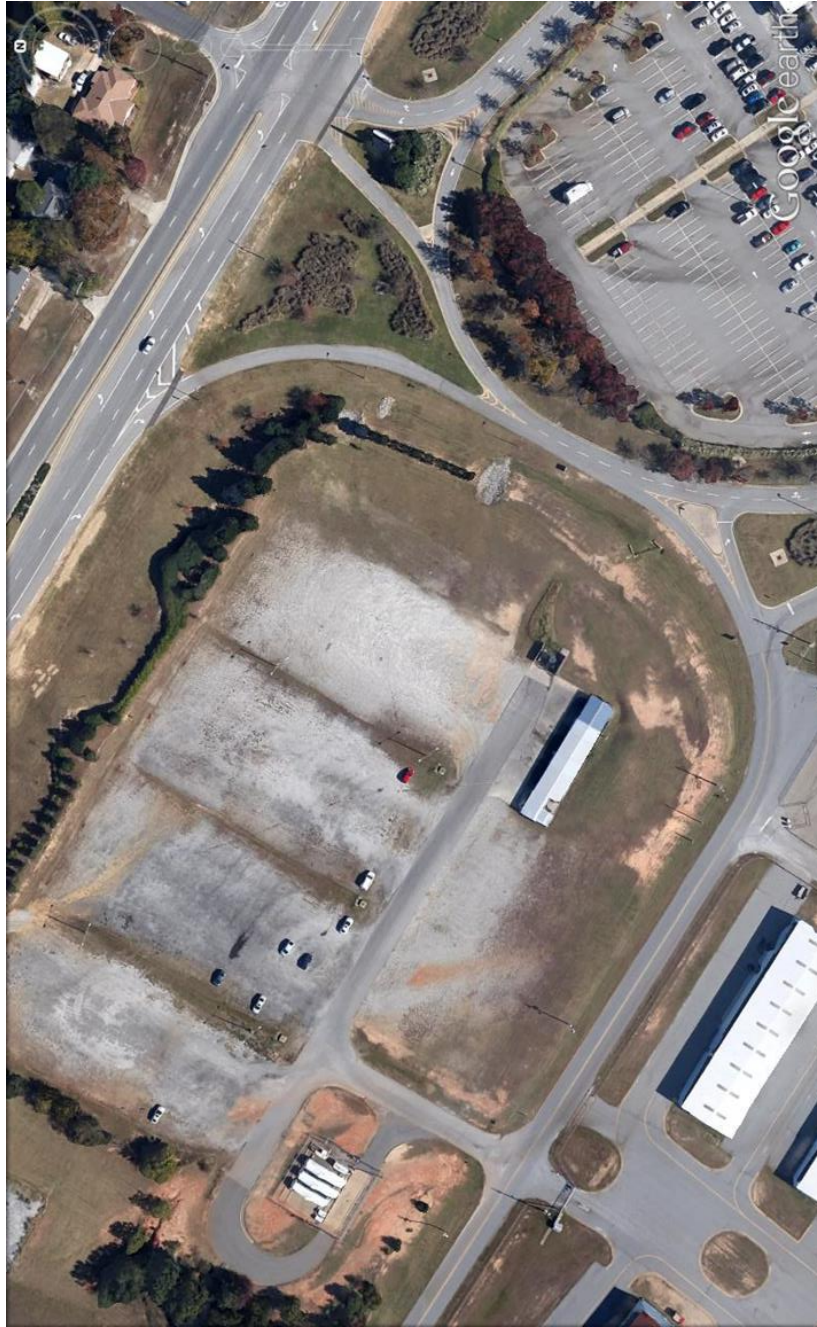


Lot A



Lot B

Attachment 3: Service Area



Attachment 4: Questionnaires/Forms

A. Proposal Form – Must be returned in its entirety with proposal

The undersigned, having examined this RFP, the Sample Non-Exclusive Rental Car Concession Agreement, and any and all related documents for the proposed non-exclusive operation of on-airport rental car concessions at Columbus Airport (CSG), Columbus, Georgia and having become familiar with the proposed sites therefor and operations thereof, hereby proposes to pay monthly to the Commission during the three year term of the Non-Exclusive Rental Car Concession Agreement, ten percent (10%) of its monthly "Gross Receipts" as defined in the Sample Agreement, or one-twelfth of the following minimum annual privilege fee (cannot be less than \$50,000 per year), minimum bid for each month:

Minimum Annual Guarantee:

Amount in words _____

Amount in numbers _____

Please list brand(s) under which you intend to operate. Be sure to include evidence of 100% ownership interest or authorization to operate the brand. If multiple: for each brand, provide evidence of 100% ownership interest or authorization to operate.

Supply the following information. If multiple brands, complete this page for each brand.

Entity Name/Address for contract: _____

Manager Name _____

Describe number of personnel and positions intended for Columbus.

Any outstanding judgments/bankruptcies in the last 5 years? Yes ___ No ____.
If yes, attach explanation.

Proposer intends to operate business as:

- Corporation LLC Partnership Sole Proprietor
 Other – Explain _____

Contact Person _____ Email _____ Phone _____

If CORPORATION, or a corporation-in-information, please complete the following:

1. When incorporated? _____ 2. Where incorporated? _____
3. Is corporation authorized to do business in Georgia? Yes () No ()
If so, as of what date? _____

If LIMITED LIABILITY COMPANY, or an LLC-in-information, please complete the following:

1. When formed? _____ 2. Where formed?

3. Is the LLC authorized to do business in Georgia? Yes () No ()
if so, as of what date? _____

If PARTNERSHIP, please complete the following:

1. Date of organization _____ 2. General Partnership () Limited Partnership
(). Has the partnership conducted business in Georgia? Yes () No ()

If JOINT VENTURE, please complete the following:

1. Date of organization _____ 2. Has the JV done business in Georgia? Yes ()
No ()

If SOLE PROPRIETORSHIP, please complete the following:

1. Proprietor name/address:

3. Company name/address:

4. Length of time in business under this company name _____

DBE PLAN

Proposer shall provide a narrative describing how it will comply with the DBE provision of the Agreement and the Federal requirements. Please attach the narrative to this Proposal Form using as many sheets as necessary.

PROPOSERS SIGNATURE

The undersigned agrees to execute the formal Rental Car Concession Agreement.

The undersigned hereby acknowledges receipt of copies of the Sample Non-Exclusive Rental Car Concessionaire Agreement, and Instructions to Proposers for the rental car concession and that the same have been reviewed prior to the execution of this proposal; that in regard to the premises at the terminal building at the Airport proposed to be devoted to this privilege, the plans showing the layout of proposed Rental Car concession premises, have been inspected by the undersigned, who has become thoroughly familiar herewith and with the proposed method of operation. The undersigned further:

1. acknowledges the right of the Commission in its sole discretion to reject any or all proposals submitted, and that an award may be made to a Proposer other than one of the highest monetary Proposers if all other conditions and requirements are not met;
2. acknowledges and agrees that the discretion of the Commission in selection of the successful Proposers shall be final, not subject to review or attack, and
3. acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the Commission has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the Commission of any and all information sought in such inquiry or investigation.

Dated this _____ day of _____, 2016.

Signature of Proposer: _____

If an individual: _____

Doing business as: _____

If a partnership: _____

Doing business as: _____

By: _____

(General Partner)

If a corporation: _____

By: _____

Title: _____

If a limited liability company: _____

By: _____

Title: _____

Address of Proposer: _____

Telephone: _____

B. References Form - Must be returned in its entirety with proposal

Provide 3 individuals, firms, or airports with which your firm has conducted business in the past 3 years.

1. Business Name _____
 Phone _____
 Address _____
 Contact Person _____

Description

Client since _____ (year)

2. Business Name _____
 Phone _____
 Address _____
 Contact Person _____

Description

Client since _____ (year)

3. Business Name _____
 Phone _____
 Address _____
 Contact Person _____

Description

–

Client since _____ (year)

C. ACKNOWLEDGEMENT OF ADDENDA

Addendum
No. _____ Signature _____ Date _____

Addendum
No. _____ Signature _____ Date _____

Exhibit A- Sample Agreement

STATE OF GEORGIA;
MUSCOGEE COMMISSION:

ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT

COLUMBUS AIRPORT

This Concession Agreement (hereinafter "Agreement") is made and entered into this ____day of ____, 20__, by and between the Columbus Airport Commission, a body corporate and politic created and existing pursuant to a 1968 Amendment to the Constitution of the State of Georgia (hereinafter "Commission"), and _____, a XXX corporation of XXXXXX, (hereinafter "Concessionaire").

WHEREAS, the Commission owns and operates the Columbus Airport (hereinafter "Airport"); and

WHEREAS, automobile rental services at the Airport are desirable for the proper accommodation of passengers arriving and departing from the Airport

WHEREAS, Concessionaire is qualified, ready and able to perform non-exclusive rental car services at the Airport, and

WHEREAS, Commission is willing to lease a portion of Airport property for the purpose of conducting the service described above consistent with this Agreement, and

NOW THEREFORE, Commission and Concessionaire hereby mutually covenant and agree as follows:

ARTICLE 1

DEFINITIONS

- A. **Agreement** means this Concession Agreement plus any exhibits attached hereto and any and all renewals and extensions thereto.
- B. **Airport** means the Columbus Airport, a Class I commercial service and general aviation airport located in Columbus, Georgia

- C. **Airport Director (Director):** shall be the agent or representative of the Commission having immediate charge of the Airport. The Commission may manifest all or part of its authority through the Director. Term also applies to any designee appointed by incumbent Director or Commission.
- D. **Concessionaire** means _____ or other such entity which may succeed to the business of the named corporation/partnership/sole proprietorship by merger, consolidation or name change, or any entity succeeding to its business.
- E. **Customer Facility Charge** means a fee collected by Concessionaire to be remitted to the Commission for improvements to Airport rental car facilities.
- F. **Federal Aviation Administration (FAA)** refers to the federal agency of the U.S. Government created and established under the Federal Aviation Act of 1958, or its successor, which is vested with the same or similar authority.
- G. **Gross Revenue** is defined as any and all merchandise and services of every kind that are sold by Concessionaire in the operation of its business in its Premises, less any returns and/or refunds and/or credit card merchant's discount fees as may be established from time to time by the acquiring bank, whether such merchandise and services are sold directly from the Premises or at any other place, so long as merchandise and services are furnished from the Premises. The term *Gross Revenues* also includes all charges for services performed or rentals derived by Concessionaire or by any person or persons, firm or from any part of the Concessionaire together with any sales, services or rentals made by Concessionaire or others from the Premises where orders for such sales, services or rentals are received or entered into away from the Premises. The term *Gross Revenues* shall not include Carbon Offsets, Customer Facility Charges imposed by the Airport Commission, traffic tickets, parking tickets, tolls, towing impound fees, red light tickets, other governmental fines, the sale of equipment used on the Premises, the use of which equipment Concessionaire wishes to discontinue, or the wholesale disposition at cost of any merchandise purchased for resale; or any sales taxes or similar excise taxes paid by Concessionaire.
- H. **Minimum Annual Guarantee (MAG)** means the minimum fee paid annually to the Commission from Concessionaire in consideration of the rights granted in this Agreement. Payment shall be made on a monthly basis subject to the terms herein.

- I. **Motor Vehicles** shall consist only of motor vehicles commonly classified as sedans, coupes, convertibles, station wagons, four-wheel drive vehicles, recreational vehicles, and pick-up trucks and vans rated one-ton or less. Licensee shall not lease vehicles on or from the Airport other than Motor Vehicles.
- J. **Percentage Payment** means the sum of money due the Commission based upon the Commission's share of Gross Revenues as provided herein.
- K. **Proposal** refers to Concessionaire's response to Commission's Request for Proposal #2016-07 *On-Airport Rental Car Concession*. Said proposal is incorporated in its entirety herein.
- L. **Request for Proposal (RFP)** refers to the Commission's Request for Proposal #2016-07 *On-Airport Rental Car Concession*. RFP is incorporated in its entirety herein.
- M. **Rules and Regulations** means rules and regulations adopted, or that may be hereafter adopted, by the Commission for the operation, maintenance and administration of the facilities and business conducted by the Commission

ARTICLE 2

USE OF AIRPORT

The Commission grants to Concessionaire the following rights and privileges, subject to other limitations expressed in this Agreement:

- A. The right to use in common with others the general facilities of the Airport in the normal conduct of its operation as a car rental company in such manner as may be prescribed by the Commission.
- B. Communications. The right to install, maintain, and operate a communications system at Concessionaire's expense between the areas described herein hereof; provided, however, that such system shall not interfere with Commission's public address system and, provided, further, that such system shall be subject to the approval of the Director. Such approval shall not be unreasonably withheld.
- C. Signs. The Concessionaire shall have the right to install and maintain one or more signs within the Premises, identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be in general conformity with those of other Airport tenants and subject to, and in

accordance with, the prior written approval of the Commission. No sign will be approved that may be confusing to airport users, or which fails to conform to the architectural scheme of the Airport or meet the requirements of the Commission. Without limiting the generality of the foregoing, the Commission maintains the policy for approving or disapproving certain signs and advertisements, and that advertising shall not mention other concessionaire car rental companies either directly or indirectly nor shall it reference a competitor's product.

- D. Parking Space. The Commission shall make available to Concessionaire's employees, parking in an area designated by the Commission only during the employee's working hours. Concessionaire's employees shall park their private vehicles only in the employee parking area furnished by the Commission.
- E. Relocation. Should future development of the Airport require other use of the Premises, the Commission shall have the right to terminate this Agreement, or to continue this Agreement at the new location. Reasonable advance notice of any relocation shall be given by the Commission, but in no event shall the notice be less than thirty (30) days.
- F. Purpose. Concessionaire agrees that it will not engage in any commercial activities not authorized herein and will not permit the use of the Premises, for any purpose other than those authorized in this Agreement.
- G. Construction, Airport Expansion and Inconvenience to Concessionaire. The Concessionaire recognizes that from time to time during the term of this Agreement it will be necessary for the Commission to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of its air traffic and flight activity, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Concessionaire in its operations at the Airport. The Commission agrees to make all reasonable efforts to minimize the inconvenience to the operation of the Concessionaire's business. The Concessionaire agrees that no liability shall attach to the Commission, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruptions, except the fees payable under the Agreement shall abate during and for such period that access to the Premises, provided to the Concessionaire, its employees and invitees is denied by reason of construction

- H. Non-Exclusive Rights. This Agreement shall be non-exclusive and the Commission reserves the right to enter into like contracts with other individuals, firms or corporation engaging in the car rental business at the Airport. The Commission shall not grant to any other person, firm or corporation a car rental concession on terms more favorable than those granted to the Concessionaire.
- I. Rights of Ingress and Egress. The Commission grants to Concessionaire the right of ingress and egress to and from the Premises for Concessionaire's employees, agents, passengers and invitees to the extent reasonably necessary in connection with the conduct of Concessionaire's business under this Agreement. Areas designated as restricted areas by the Commission shall be excluded.
- J. Limitation on Uses.
1. Concessionaire's uses of the Airport authorized and granted in this Agreement shall be limited to providing Motor Vehicle rental service, using only the brand names identified in Concessionaire's Proposal to the Commission.
 2. Concessionaire may park its Motor Vehicles at the Airport only at locations and at times, if any, specified from time to time by the Director. Concessionaire's Motor Vehicles parked in an area other than those designated for Concessionaire's use shall be promptly moved by the Concessionaire to an authorized location when so directed by the Director. Concessionaire shall not park or store any vehicles in the Ready/Return Premises, at the Airport, except Motor Vehicles available for lease hereunder.
 3. The Concessionaire's Ready/Return Premises, shall not be used for the fueling of vehicles, exterior washing, major body or frame repair, engine maintenance or overhaul, oil changing, radiator flushing, or other activities which in the sole opinion of the Commission create an eyesore or danger of environmental pollution.
 4. Concessionaire understands that the Service Center Premises are to be used only for the washing & servicing of vehicles and shall not be used for fueling, major body or frame repair, engine maintenance or overhaul, oil changing, radiator flushing or other activities which are considered maintenance work. Additionally, Concessionaire understands that it may store one case (12 cans) of motor oil or

lubricants on their Storage Area Premises only. Concessionaire will not be allowed to store or bring motor fuel on to the airport property.

ARTICLE 3

TERM

- A. The term of this Agreement shall be for five (5) years commencing on July 1, 2016 and expiring on June 30, 2021.
- B. Despite the provisions for holding over described herein, this Agreement is entered into with the understanding that the Commission will initiate an open competitive process for the provision of rental car service beyond the expiration of this Agreement.

ARTICLE 4

PREMISES

Commission hereby grants to Concessionaire, for the period subject to the terms and conditions hereafter stated, the following described Premises located in or upon the Airport:

- A. Terminal Premises (See Exhibit "A"): Concessionaire shall have the right to the exclusive use of approximately 330 square feet of counter space and back office space, said Premises being more particularly described in the RFP attached hereto and made a part hereof. Within said exclusive space, Commission shall provide the heat and air conditioning, overhead lighting, electrical convenience outlets and maintain the structural integrity as necessary. Concessionaire shall furnish such space at its own expense.
- B. Ready/Return Parking Premises (See Exhibit "B")
 - 1. Concessionaire, in cooperation with other automobile rental concessionaires located at the Airport and operating under concession agreements, shall have the use of a Ready/Return Parking Premises which shall be designated for the exclusive use of the automobile rental concessionaires. Said Premises are located on both ends of the terminal building.
 - 2. The number of spaces allowed for Concessionaire use shall be allocated among the Concessionaires upon the execution of this Agreement as described in the RFP, and annually thereafter, on the ratio of Concessionaire's gross revenue to the gross income of all concessionaires then operating under the Agreement. As provided for

at the outset of this Agreement the Concessionaire will have use of ____ spaces in the area depicted in Exhibit “B”). **In no event shall Concessionaire have less than 10 spaces in the Ready/Return Lot** without prior written consent of the Director.

C. Service Area. (See Exhibit “C”)

The Concessionaire shall have use in conjunction with other the Commission’s Rental Car Service Area. Service Area space shall be allocated as described in the RFP.

ARTICLE 5

COMPENSATION AND REPORTS

15. Concession Fee:

The Concessionaire shall pay to the Commission without deduction, setoff, prior notice or demand on or before the 10th of each month of the following Concession Fee. Said fee shall be the greater of the following:

1. The stipulated Minimum Annual Guarantee as presented in the Concessionaire response to the Commission’s RFP, payable in equal monthly installments. Concessionaire’s MAG is \$XX,XXXX.xx (\$X,XX.xx per month), **or**
2. Percentage Fee of ten percent (10%) of the Gross Receipts as defined herein derived from the Concessionaire’s car rental operations at the Airport for the previous month.

16. Ready/Return Parking Space: Ready/Return Parking Space shall be allocated as provided in the RFP. Concessionaire shall remit \$X.XX per space per month or \$_____.

17. Service Area Fee: Concessionaire shall remit monthly a Service Area Fee equal to the combined utility charges to the Commission for the Service Area as provided for in the RFP split between all approved Concessionaires based on each Concessionaries percentage of MAG bid to the total bid. Fee will be adjusted annually by the ratio of Concessionaire's gross revenue to the gross income of all concessionaires then operating under the Agreement. As provided for at the outset of this Agreement the Concessionaire Concessionaires percentage of the market share as determined in the RFP is_____.

18. Customer Facility Charge: Concessionaire shall remit to Commission a Customer Facility Charge (CFC) in the amount of Two Dollars (\$2.00) per contract day for upgrades and

improvements to rental car facilities. CFCs shall be due and payable monthly in arrears by the tenth (10th) day of the month.

- Initial CFC projects include:
 - i. Drainage modification project to meet regulatory requirements for waste water runoff.
 - ii. A to be determined upgrade to Service Area.
- 2. Commission shall meet with Concessionaire at least annually to discuss the CFC level, collections, and expenditures for the year. Discussion will include and any new projects not previously agreed to.
- 3. Once all agreed to projects are complete and the Commission has recovered all associated expenses for said projects, collection of the CFC shall discontinue. Commission will provide Concessionaire thirty (30) days' notice of CFC termination as necessary.

19. Monthly Reports:

Concessionaire shall furnish to Commission a monthly statement of Concessionaire's gross receipts, as defined and CFC collected, in a format provided by the Commission on or before the twentieth (10th) day of each month following the reporting period. Each statement shall be signed and certified to be correct by Concessionaire or its authorized representative.

- 20. Late Fee:** Failure of Concessionaire to submit 1) Monthly Concession Fee, and 2) the Monthly Report as described herein by the tenth (10th) day of the calendar month when due will be subject to a five percent 5% late charge. Such late charge will be compounded to any amount due monthly until all required reports are received and late concession fee amounts and all assessed late fees are paid in full.

21. Security Deposit:

1. Concessionaire shall post with the Commission a security deposit in the form of cash or check in favor of the Commission in an amount equal to the first two (2) months minimum monthly guarantee (\$ _____) to assure payment under the terms of this Agreement.
2. The security deposit shall be available unconditionally to Commission for correcting any default or breach of this Agreement by Concessionaire. At the sole discretion of the

Commission, a claim may be made by the Commission against the security deposit in the event of one of the following:

- i. Failure on the part of Concessionaire to make timely payment of any amount due the Commission under the terms and conditions of this Agreement;
 - ii. Any damage to or loss of Airport property caused by Concessionaire, its officers, employees, agents and invitees, or Concessionaire's activities pursuant to this Agreement;
 - iii. Failure to pay other charges, if any;
 - iv. Removal expenses incurred by the Commission if Concessionaire does not promptly remove Concessionaire's property from the Airport after this Agreement expires or is terminated; or
 - v. Costs incurred by the Commission at the time this Agreement expires or is terminated if Concessionaire fails to leave the Premises in satisfactory condition.
3. A claim made by the Commission against the security deposit shall not cure any default by Concessionaire. However, at the Commission's sole discretion, if the Commission elects to make a claim against the security deposit, the Commission may, in writing, expressly waive the default by Concessionaire. Commission has no obligation to provide notice to Concessionaire prior to claiming funds from the deposit. Upon written notice by the Commission that a claim has been made against the deposit and the amount of such claim, Concessionaire shall, no later than ten (10) business days after notice is deemed received by Concessionaire pursuant to provision herein, provide the following:
- i. Deposit with the Commission the amount of said claim thereby fully funding the deposit.
 - ii. Appeal to claim. Said appeal shall outline Concessionaire's position regarding the deposit claim. Commission shall review Concessionaire's claim and shall, at its sole discretion make a final determination to said appeal. Commission shall provide a response to Concessionaire not later than ten (10) business days after notice is received in the Commission's offices.
4. Upon termination of this Agreement, Commission shall return to Concessionaire that portion of the security deposit remaining after any deductions authorized by this Agreement or

otherwise authorized by law. Concessionaire shall not be entitled to any interest on any portion of the security deposit.

22. MAG Fee Adjustment: Beginning July 1, 2017, the Minimum Annual Guarantee shall be adjusted annually, with the new Minimum Annual Guarantee to become effective on July 1st of each year. To calculate the Minimum Annual Guarantee for any year, the total amount reportable and payable to the Commission for the preceding twelve (12) month period ending June 30th is to be multiplied by eighty percent (80%), and the result becomes the adjusted minimum annual guarantee for the succeeding contract year beginning July 1st. Concessionaire shall perform this calculation and provided results to the Commission no later than July 20 of each year.

ARTICLE 6

RESPONSIBILITY OF CONCESSIONAIRE

Concessionaire hereby covenants and agrees:

- A. To utilize the Premises for the use and benefit of the public.
- B. To furnish good, prompt and efficient service, adequate to meet all reasonable demands for its automobile rental service at the Airport. Concessionaire shall also provide the quality and quantity of car rental services necessary to reasonably serve the needs of the general public and passengers and invitees at the Airport. Services provided by the Concessionaire shall consist of a sufficient number of late model cars in popular price ranges and sufficient personnel to reasonably serve the demand for such services at the Airport.
- C. Concessionaire shall select and appoint a full-time manager of its rental car concession herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of the Concessionaire with respect to method, manner, and conduct of the operation of Concessionaire's rental car concession on the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and at all times during the manager's absence a duly authorized subordinate shall be in charge and available on the Airport

- D. That rental automobiles made available hereunder shall be maintained at Concessionaire's sole expense, in good operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside.
- E. The facilities to be provided by Concessionaire hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for said services. All such rentals shall be deemed to be made at the Airport in determining payments due Commission as provided by this Agreement.
- E. Personnel performing services hereunder shall be neat, clean and courteous, and Concessionaire shall not permit its agents, servants or employees so engaged to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the space assigned in any manner whatsoever except through the use of signs constructed and maintained in accordance with this Agreement.
- F. Concessionaire shall abide by and be subject to all lawful ordinances, and regulations which are now, or may from time to time be promulgated by Commission concerning management, operation or use of the Airport.
- G. The Concessionaire shall furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof. Concessionaire will not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal Aviation Regulations and Title VI of the Civil Rights Act of 1964.
- H. Concessionaire shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that the Concessionaire may be allowed to make reasonable and non-discriminatory discounts, rebates and other similar types of price reduction to volume purchases.
- I. This Agreement shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the Commission and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

- J. The Concessionaire, in common with other concessionaires, shall be responsible for the general maintenance, cleanliness and control of the Ready/Return lot and Service Area.
- K. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 Code of Federal Regulations Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into, and cause those businesses to similarly include the statements in further agreements.
- L. The Commission shall be entitled during the term of this Agreement and within two (2) years after the expiration or termination of this Agreement the right to audit Concessionaire's books and records for its operation at the Airport and agrees to make available to the Commission, or its authorized representative, at any time upon reasonable notice, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., either at its Airport office or its home office, at the Commission's election, all records, record books, and pertinent information as may be required for audit purposes. If such an inspection is made by said authorized representatives and it is determined as a result thereof that Concessionaire has underpaid the Commission by more than five percent (5%) of the amount to which it is entitled under Article 5 hereof, Concessionaire shall reimburse the Commission for its reasonable costs of making such inspection of said books and records, and this obligation of reimbursement shall be in addition to the obligation to pay any discovered underpayment. If an inspection determines that Concessionaire has underpaid the Commission by less than five (5%) percent of the amount to which it is entitled under the Agreement, Concessionaire shall reimburse the Commission the amount which it underpaid. The Commission shall keep any and all information gained from such statements, inspections, or audits confidential and shall not disclose it without Concessionaire's written consent other than to carry out the purposes of this Agreement.
- M. At the time of the execution of this Agreement, the Premises are not subject to ad valorem taxes or any other real estate taxes, charges, or assessments. In the event that at a later date

property taxes or any other taxes, special and general assessments, governmental impositions, and charges of any kind and nature are levied against Concessionaire's interest in the Premises in the name of the Commission or Concessionaire by a proper taxing authority, then Concessionaire shall pay same promptly when due; and Concessionaire shall, upon request of Commission, submit to Commission receipted bill or bills showing payment thereof. Concessionaire shall have the right to contest, in either Concessionaire's name or Commission's name at Concessionaire's expense, the validity of any such tax assessment.

If Concessionaire shall fail to pay said taxes, charges, or assessments within thirty (30) days before they become delinquent, or if Concessionaire shall fail to contest the validity of any such tax assessment, Commission may, at its option, pay such taxes, charges or assessments. Such amount paid by Commission, plus interest at the rate of ten percent (10%) per annum, shall be considered as additional rent payable hereunder and shall be due and payable at the next rental due date.

- N. Concessionaire shall pay, but such payment shall not be considered part of Airport Operating Revenue, all taxes (including any possessory interest tax), assessments, and charges of a like nature, if any, which at any time during the term of this Agreement may be levied against Concessionaire or become a lien by virtue of any levy, assessment, or charge against Concessionaire by the Federal government, the State of Georgia, Columbus, Georgia (including the consolidated government of the former City of Columbus, Georgia and Muscogee County, Georgia, and any successor thereto), any municipal corporation (having jurisdiction over the Airport), any local government entity, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of the Concessionaire's interest in space leased under this Agreement or such facilities of the Airport as are made available for use by Concessionaire hereunder, or upon or in respect to any personal property belonging to Concessionaire situated on the space leased under this Agreement. Payment of such taxes, assessments, and charges, when and if levied or assessed, shall be made by Concessionaire directly to the taxing or assessing authority charged with collection thereof.
- O. Concessionaire will furnish, install, operate and maintain the installation provided hereunder and keep the same as well as the Premises made available to it and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon

termination of this Agreement will deliver up the Premises in question to Commission in good order, condition and repair, reasonable wear and tear and other casualty excepted.

1. Maintain its terminal exclusive area in the conditions prevailing at the time of occupancy Concessionaire except as hereinafter provided, shall not call on Commission for any of the following, janitorial services or nonstructural repairs to its exclusive space;
 2. Maintain its Ready/Return and Service Area spaces a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers; and remove all oil and grease spillage that is attributable to Concessionaire's vehicles or equipment located or used by Concessionaire;
 3. Perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and nonstructural repair of all facilities, personal property, and equipment, including, but not limited to, fixtures, doors and windows, floor coverings, ticket counters, and, including all electrical work, plumbing, appliances, and fixtures located within its Premises, excluding repairs necessitated by fire or other casualty caused by the negligence of Commission or by the negligence of another party. Commission, at its own expense, shall maintain in good repair and condition the exterior portions of the walls and roof of the terminal, and all central mechanical, electrical and plumbing distribution systems;
 4. Immediately repair any damage in any other space at the Airport occasioned by the fault or negligence of Concessionaire, its servants, agents, employees, Concessionaires, and invitees, excluding damage or repairs which fall under the Commission's insurance policy or which are due to the acts or omissions of an Concessionaire using such premises at the direction of the Commission.
- P. Concessionaire expressly agrees that Commission shall not be liable to Concessionaire, its employees, passengers, or business visitors, for bodily injury or for any loss or damage to Concessionaire's personal property occasioned by flood, fire, earthquake, lightning,

windstorm, hail, explosion, riot, strike, smoke, vandalism, malicious mischief, or acts of civil authority.

- Q. If Concessionaire is in default of its obligations under this Article, Commission may undertake to cure such default upon reasonable written notice and opportunity to cure to Concessionaire as provided herein, and thereafter, Commission may recover its entire cost plus a fifteen percent (15%) administrative charge from Concessionaire as additional rent due on the next rent date.

ARTICLE 7

RESPONSIBILITY OF COMMISSION

- A. Commission, during the term of this Agreement, shall retain its FAA Airport Certification and keep in good repair, or arrange for the operation, maintenance, and good and efficient repair of, the Airport, including, but not limited to, the public spaces of the Terminal Building, roadways, and all appurtenances, facilities, and services now or hereafter connected with the foregoing, in conformity with standards customarily followed in the aviation industry for airports of like size and character. Commission also shall keep the Airport reasonably free from obstruction, including, without limitation, ice, vegetation, stones, and other foreign matter, as reasonably necessary, from the roadways, and other areas for the safe, convenient, and proper use of the Airport by Concessionaire. Notwithstanding the foregoing, Concessionaire shall be responsible to its customers, employees, agents, guests and business invitees for keeping clear of ice or other debris those parts of the parking and Service areas assigned to it for its operation.
- B. Commission shall keep, or make appropriate arrangements to keep, areas accessible by the public in the Terminal Building adequately and attractively equipped, furnished, decorated, clean, and presentable. Commission shall provide and supply in such areas of the Terminal Building signs, heat, electricity, light, power, air conditioning, wastewater disposal, water, and janitorial services, including rubbish removal. Interruptions of services shall not constitute a breach of this Agreement by Commission, unless caused by the Commission, its officials, employees, contractors, agents, Concessionaires or invitees, and not promptly remedied.

- C. The undertakings by Commission under this Section do not relieve Concessionaire of its duties to maintain its Premises with due care.
- D. Commission's Right to Inspect and Make Repairs: Commission, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon reasonable notice, during normal business hours and accompanied by Concessionaire's representative except in emergency circumstances) to enter Concessionaire's Premises for the following purposes:
1. To inspect such space to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.
 2. To accomplish repairs or replacements by Commission pursuant to provisions herein, or in any case where Concessionaire is obligated to make repairs or replacements and has failed to do so, after notice and expiration of any cure period, make such repairs or replacements on Concessionaire's behalf.
 3. In the exercise of Commission's police powers.
 4. To perform electrical maintenance and other maintenance where Commission determines that it is necessary or desirable to do so in order to preserve the structural safety of such space or areas or to correct any condition likely to cause injuries or damages to persons or property.
 5. To install and maintain for the sole use of Commission, without cost to Concessionaire, and without unreasonable interference with Concessionaire's use and occupancy, facilities and appurtenances necessary for the safe or efficient operation of the Airport, including, but not limited to, installation, operation, and maintenance of gas, water, electric service, sewers, communications, telephones, signal lines, lights, air tubes, fire protective systems, pipes, ducts, cables, conduits, wires, and similar installations.
 6. No such entry by or on behalf of Commission upon any Premises leased to Concessionaire shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by Concessionaire.

- E. It is understood and agreed that Commission, in no event, shall be construed to be a partner, associate or joint venturer with Concessionaire in the operation of the Assigned Premises or the conduct of Concessionaire's business thereon, nor shall Commission be liable, except to the extent provided herein, for any debts, expenses, or other financial responsibilities incurred by Concessionaire. Concessionaire is an independent contractor and neither party, their officers, directors nor employees, shall be considered to be the agent of the other for any purpose whatsoever.
- F. Commission and Concessionaire agree that during the term of this Agreement, all personnel employed by Concessionaire to operate the Premises shall be solely the employees of the Concessionaire and shall have no contractual or other relationship to Commission.

ARTICLE 8

ALTERATIONS AND IMPROVEMENTS

A. Alterations and Improvements

1. Concessionaire shall make no alterations, additions, improvements to, or installations on the Premises without the prior written approval of the Director.
2. In the event the Director approves Concessionaire's request to make alterations, additions, improvements to, or installations on the Premises, Concessionaire shall, not later than sixty (60) days after completion of same, provide Commission with as-built or comparable drawings, and the cost of such alterations, additions, improvements or installations.
3. All alterations and improvements shall be at Concessionaire's sole expense.

B. Installation of Signs. Concessionaire, at its sole cost and expense, shall have the right to install identification and informational signs regarding Concessionaire's automobile rental business on its Premises. The number, type, size, design and location of all signs shall be subject to the prior written approval of the Director, which approval shall not be unreasonably withheld.

C. Installation of Equipment

1. Concessionaire may install, operate and maintain communications systems, computer networking systems, teletype, telephone, interphone, and power lines,

which are reasonably required by Concessionaire for the provision of its automobile rental business, in and between the Concessionaire Premises and Terminal within rights of way designated by the Director.

2. Concessionaire shall obtain the prior written approval of the Director prior to installing or modifying any wireless communication system, subject to the terms herein which approval shall not be unreasonably withheld.

D. Ownership of Improvements: Unless otherwise agreed to in advance of any improvements made by Concessionaire, during the term of this agreement and upon completion of any alterations or improvements, ownership of all alteration or improvements are retained by the Concessionaire. Upon termination of this Agreement due to the expiration of the term hereof, through default of the Concessionaire or for any other reason, Concessionaire shall have the choice to remove all alterations or improvements at its own cost or allow all alterations and improvements revert to and be vested in Commission at no expense to Commission.

E. Maintenance of Improvements: Concessionaire shall, throughout the term of this agreement, at its own expense, and without expense to Commission, keep and maintain all alterations or improvements of every kind, which may be part thereof, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, ordinary wear and tear excepted and except as specifically provided herein, restore and rehabilitate any alterations or improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. Commission shall not be obligated to make any repairs, replacements or renewals of any kind, nature, or description, whatsoever to the improvements made by Concessionaire.

ARTICLE 9

DAMAGE AND DESTRUCTION OF PREMISES

A. Partial Damage. If any part of Concessionaire's Premises, or adjacent facilities directly and substantially affecting the use of Concessionaire's Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Concessionaire's Premises untenable as determined by the Commission, the same shall be repaired to usable condition with due diligence by Commission as hereinafter provided and limited. No

abatement of rentals shall accrue to Concessionaire so long as Concessionaire's Premises remain tenable.

B. Substantial Damage. If any portion of the Concessionaire Premises, or adjacent facilities directly and substantially affecting the use of the Concessionaire Premises, shall be so extensively damaged by fire or other casualty as to render any portion of the Concessionaire Premises untenable, but capable of being repaired, as reasonably determined by the Commission, the untenable portion of the Concessionaire Premises shall be repaired to usable condition with reasonable diligence by Commission as hereinafter provided and limited. In such case, rentals, fees, and charges payable hereunder with respect to the untenable portion of the Concessionaire Premises shall be paid up to the time of such damage, and shall thereafter be abated equitably in direct proportion as the part and type of the Concessionaire Premises rendered untenable bears to the total Concessionaire Premises until such time as the untenable portion of the Concessionaire Premises shall be repaired adequately, in the reasonable determination of the Commission, for use by Concessionaire. To the extent available, the Commission shall provide Concessionaire with alternate facilities to continue its operations while repairs are being completed, at a rental rate not to exceed that provided for herein for space comparable to that portion of the Concessionaire Premises that was rendered untenable.

C. Destruction

1. If any part of Concessionaire's Premises or adjacent facilities directly and substantially affecting the use of Concessionaire's Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Concessionaire's Premises incapable of being repaired, as determined by Commission, Commission shall notify Concessionaire within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided however, Commission shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Concessionaire's Premises shall be paid up to the time of such damage and thereafter shall abate until such time as replacement or reconstructed space becomes available for use by Concessionaire.

2. In the event Commission elects to reconstruct the affected Concessionaire Premises, to the extent alternative space is available, the Commission shall provide Concessionaire with alternate space to continue its operations hereunder while reconstruction is being completed at a rental rate not to exceed that provided for herein for comparable space; provided, however, if Commission is not reasonably pursuing reconstruction of the affected Concessionaire Premises within three (3) months after the date of such damage or destruction, Concessionaire shall have the right, upon giving the Commission thirty (30) days prior written notice, to add the alternative space to and delete the damaged Concessionaire Premises from the Concessionaire Premises by amendment to this Agreement. The alternative space shall be considered part of the Concessionaire Premises for purposes of this Agreement and this Agreement shall remain in full force and effect.
 3. In the event Commission elects to not reconstruct the damaged Concessionaire Premises, the Commission shall within three (3) months following the date of the damage meet and consult with Concessionaire on ways and means to permanently provide Concessionaire with adequate replacement space for the damaged Concessionaire Premises to the extent the Commission determines such replacement space is available. In the event replacement space is available, Concessionaire shall have the right, upon giving the Commission thirty (30) days prior written notice, to add the replacement space to and delete the affected Concessionaire Premises from the Concessionaire Premises by amendment to this Agreement. The replacement space shall be considered part of the Concessionaire Premises for purposes of this Agreement and this Agreement shall remain in full force and effect.
 4. In the event the Terminal, Airport or substantially all of the Concessionaire Premises is so extensively damaged to render the Terminal, Airport or Concessionaire Premises incapable of being repaired or utilized, as reasonably determined by the Commission, and replacement space is not made available, then either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- D. Damage Caused by Concessionaire. Notwithstanding the foregoing, in the event that the Concessionaire Premises, or any facilities on the Airport, shall be damaged or destroyed due to the willful act, omission, or negligence of Concessionaire or of Concessionaire's agents,

employees, officers, representatives, or contractors, there shall be no abatement of rent during the repair or replacement period, and Concessionaire shall not have the option to terminate this Agreement. Concessionaire shall be responsible for the full cost of such restoration and repair if Concessionaire fails to complete the repair or restoration the Commission at its own discretion may enter and cause all damage to be repaired. Cost of repairs shall be invoiced to the Concessionaire plus fifteen percent (15%) administrative overhead. Such restoration cost, plus administration costs, shall be due and payable within thirty (30) days from the date of Commission's invoice. Commission shall provide Concessionaire with supporting documentation used to establish the restoration cost with its invoice. In addition, there shall be no abatement of rent during the repair or replacement, and Concessionaire shall not have the option to cancel this Agreement or the right to include any replacement space within the Concessionaire Premises permanently.

- E. Commission's Responsibilities. Commission shall maintain levels of insurance (or shall maintain such levels of self-insurance) as required by Applicable Law; provided, however, that Commission's obligations to repair, reconstruct, or replace affected premises as set forth herein, shall in any event be limited to restoring affected Concessionaire premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by Commission or Concessionaire, and shall further be limited to the extent of insurance proceeds and other funds available to Commission for such repair, reconstruction, or replacement; provided further that Commission shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by Concessionaire in accordance with this Agreement, unless Concessionaire proves that damage is caused by negligence or willful act or omission of Commission, its officials, agents, employees, contractors or Concessionaires, acting within the course or scope of their employment.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

- A. Assignment. Concessionaire shall not in any manner assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise convey an interest in this Agreement, or any portion of the Premises, without the prior written consent of Commission ("Assignment").

Notwithstanding the foregoing, the consent of Commission shall not be withheld for an Assignment of this Agreement in its entirety where all or substantially all of the assets of Concessionaire are acquired by another entity by reason of a merger or consolidation; provided that the successor entity agrees to assume all obligations of Concessionaire hereunder and to comply with terms and conditions set forth in this Agreement. Concessionaire further agrees to provide Commission with such documentation relating to the merger or consolidation of Concessionaire and the successor entity as Commission requires in its reasonable discretion.

B. Subletting. Concessionaire shall not sublease the Premises, or any portion thereof, without the prior written consent of the Commission. Except in cases of accommodation by Concessionaire of marketing and alliance partners, the parties agree that the Commission may withhold its consent if Commission has substantially similar space available that is not leased to or under the contractual control of another or if Commission can make such space available for use within a reasonable period of time. In the event the Commission gives its consent to such sublease and Commission has substantially similar space available that is not leased to or under the contractual control of another or if Commission can make such space available for use within a reasonable period of time, Concessionaire shall or cause its sublessee to pay reasonable fees to Commission for use of Concessionaire's space. Exclusive or Preferential Use of the Exclusive Use Premises, or any portion thereof, or Preferential Use of the Preferential Use Premises, or any portion thereof, by any Person other than Concessionaire shall be deemed to be a "sublease" for purposes of this Agreement.

C. General

1. No Assignment or sublease agreement shall release Concessionaire from its obligations hereunder, including without limitation the obligation to pay the rentals, fees, and charges provided herein.
2. This Article shall be applicable to subleases, licenses, handling agreements, and any other arrangements by which a third party may obtain any benefits of Concessionaire's rights and privileges hereunder. Notwithstanding the foregoing, subject to the Commission's prior written consent, other automobile rental companies having prior

arrangements with Concessionaire, may use the Premises on a temporary basis pursuant to and in accordance with the provisions of this Article.

3. This Article shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance or sublease by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary.

ARTICLE 11

INDEMNIFICATION

Concessionaire shall defend, indemnify and hold harmless the Commission, its officers, agents, and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Agreement, the tenancy created under this Agreement, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, including claims or losses that involve pollution found on the premises after the Agreement has expired and when the pollution may be attributed to the Concessionaire's actions. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers, agents, and employees. It is the intent of the parties to provide the Commission the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect.

ARTICLE 12

INSURANCE

The following policies shall be maintained with insurers authorized to do business in the State of Georgia, and shall be issued under forms of policies acceptable to the Commission:

- A. Commission Approval: Approval of the insurance by Commission shall not relieve or decrease the extent to which Concessionaire may be held responsible for payment of damages resulting from its

operations. If Concessionaire does not keep the required insurance in full force and effect, Commission may immediately terminate this Agreement or take out the necessary insurance and pay the premium and the repayment thereof shall be demanded as part of the rental and payment due on such on the next day upon which rent becomes due.

- B. Liability Insurance: Concessionaire shall procure from insurance underwriters reasonably satisfactory to the Commission a standard form policy or policies of insurance protecting both Concessionaire and Commission against public liability and property damage in the single limit amount of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate to include a waiver of subrogation. Concessionaire shall furnish such comprehensive or broad form policies providing combined single limit liability for bodily injury or death and property damage. Coverage shall be as follows:

Commercial General Liability:

- 1) Commercial Form
- 2) Contractual Liability
- 3) Personal Injury Liability
- 4) Independent Contractors working for Concessionaire (if required)

Policy limits shall be no less than \$1,000,000 combined single limit for each occurrence.

- C. The providing of the above insurance coverage shall in no way limit the liability of the Concessionaire. Any policy shall contain an endorsement naming the Columbus Airport Commission and its officers, employees, and agents as additional insureds. Concessionaire's insurance will operate as primary insurance and no other insurance affected by the Commission will be called upon to contribute to a loss. Concessionaire shall file certified copies of insurance policies with Commission.
- D. Concessionaire shall furnish to Commission a certificate from the insurance carrier showing insurance covering this Agreement to be in full force and effect as a condition precedent to this Agreement becoming effective. Such insurance certificates shall specifically state that no changes in coverages provided and no cancellation of the policies shall be made without at least thirty (30) days advance notice to Commission.
- E. In the event that Commission's insurance carrier decreases the limits of liability below \$50 million, Commission shall have the right to immediately terminate this Agreement without prior notice.
- F. Construction and Installation: Before commencing any improvement, equipment, installation, modification or alteration on or about the Premises, Concessionaire shall require that its contractors or subcontractors procure and maintain insurance during the life of such construction or installation

contract which will protect the subcontractor(s), Concessionaire, and Commission for limits as described herein below.

Concessionaire shall maintain in full force and effect for the duration of the construction of the improvement, modification, alteration, installation of equipment, bodily and personal injury insurance, including death resulting therefrom, and property damage insurance with an insurance carrier satisfactory to Commission. This liability insurance shall include, but not be limited to, protection against claims arising from bodily injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Concessionaire's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amount of insurance shall not be less than the following:

1. Single limit coverage applying to bodily and personal injury liability and property damage or a combination thereof, in an amount not less than \$1,000,000.00 to include a waiver of subrogation.
2. Concessionaire shall either (1) require each of Concessionaire's subcontractors to procure and to maintain during the life of any subcontract, bodily and personal injury liability and property damage insurance of the type and in the same amounts as specified above, or (2) insure the activities of Concessionaire's subcontractors in Concessionaire's own policy.

G. The following provisions shall apply on all required policies in this paragraph:

1. If the insurance policy covers on an "accident" basis it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Broad form property damage liability must be afforded.
4. Columbus Airport Commission must be named as an additional insured under the coverage afforded with respect to the work being performed under the contract. Commission's officials, officers, directors, employees, and agents shall also be included as additional insureds.
5. An endorsement shall be attached which states that the coverage is primary insurance and that no other insurance maintained by Commission shall be called upon to contribute to a loss covered by this policy effected by Concessionaire.
6. Thirty (30) days' notice of change or cancellation shall be afforded Commission.
7. Contractual liability coverage either on a blanket basis or by identifying this Agreement within a contractual liability endorsement.

H. Workers Compensation and Employers Liability Insurance:

If Concessionaire has three (3) or more employees, Concessionaire shall be required to maintain Worker's Compensation and Employer's Liability insurance with limits of at least statutory requirements and shall furnish to Commission a certificate of insurance from the insurance carrier showing such insurance to be in full force and effect

- I. Effect of Failure or Refusal: If Concessionaire fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish Commission with the certifications as required herein, Commission shall have the right, at its option, with notice to Concessionaire to forthwith immediately suspend this Agreement. Upon notice of such suspension, Concessionaire shall have fifteen (15) days to provide documentation that Concessionaire has and maintains insurance required by this contract. Failure to provide such documentation will result in the automatic termination of this Agreement for cause at the end of the fifteenth day without further notice to Concessionaire.

ARTICLE 13

EVENTS OF DEFAULT BY CONCESSIONAIRE

Each of the following events shall constitute an event of default by Concessionaire, provided, however, that Concessionaire shall have not more than thirty (30) days (except in the case of subparagraph a. herein, ten (10) days) after receipt of written notice from Commission of any such event of default by Concessionaire to cure or obviate same:

- A. Concessionaire's failure to pay and rent or fee provided at the time herein fixed for payment thereof.
- B. Concessionaire failure to pay any ad valorem taxes, including possessory interest taxes or assessments, agreed to be paid by Concessionaire herein in accordance with terms provided herein.
- C. Concessionaire's failure to keep, perform or observe any term, covenant, or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, if the nature of any default is such that it cannot be cured within the thirty (30) day period referred to above, there shall be no default by Concessionaire, if Concessionaire shall, within such thirty (30) day period, commence performance or curative action and thereafter diligently prosecutes the same to completion. Should this be the case, Concessionaire shall provide to Commission within the thirty (30) day period described, in writing, description of the performance or curative action to be taken by Concessionaire and a schedule for correction of such default event.
- D. Concessionaire's filing of a voluntary petition on bankruptcy or the assignment of all or substantially all of Concessionaire's assets for the benefit of Concessionaire's creditors, or the institution of proceedings in bankruptcy against the Concessionaire or the appointment of a receiver of the assets of the Concessionaire; provided, however, that if any such proceedings or appointments are

involuntary, then they shall not be considered an event of default by Concessionaire unless Concessionaire fails to procure dismissal thereon within sixty (60) days after the initiation of such involuntary bankruptcy proceedings of the appointment of such receiver.

- E. Failure by Concessionaire to abide by and comply Airport Rules and Regulations adopted by the Commission applicable to Concessionaire.

ARTICLE 14

RESULTS OF CONCESSIONAIRE DEFAULT

Upon occurrence of an event of default by Concessionaire, which is not cured within the time period given, Commission, in addition to any other rights or remedies it may have, shall have the immediate right to re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Concessionaire. Should Commission elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement, or relet the Premises and any improvements thereon or any part thereof for such term or terms (which may be for at term extending beyond the terms of this Agreement) and at such rental or rentals and upon such other terms and conditions as Commission in its sole discretion may deem advisable, with the right to make alterations and repairs to improvements on said Premises necessary for purposes of such reletting. Upon such reletting:

- A. Concessionaire shall be immediately liable to pay to Commission, in addition to any indebtedness, other than rent, due hereunder, the reasonable cost and expense of such reletting and of such alteration and repairs incurred by Commission, and the amounts, if any, by which the rent reserved in this Agreement for the period of such reletting (up to by not beyond the date of expiration of the then current term of this Agreement) exceeds the amount agreed to be paid as rent for the Premises for the period of such reletting; or
- B. At the option of the Commission, rents received by Commission from such reletting shall be applied: (1) to the payment of any indebtedness, other than rent, due hereunder for Concessionaire to Commission; (2) to the payment of any reasonable costs and expenses of such reletting and of such alternations and repairs; (3) to the payment of rent due and unpaid hereunder; (4) and the residue, if any, shall be held by Commission and applied in payment of future rent as the same become due and payable hereunder.

C. If Concessionaire has been credited with any rent to be received by such reletting under option a. and such rent shall not be promptly paid to Commission by the new tenant, or if such rentals received from such reletting under option b. during any month be less than that to be paid during that month by Concessionaire hereunder, Concessionaire shall pay any such deficiency to Commission. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises and any improvements thereon by the Commission shall be construed as an election on its part to terminate this Agreement unless such writer notice of such intention be given to Concessionaire. Notwithstanding any such reletting without termination, Commission may, at any time thereafter, elect to terminate this Agreement for any breach, in addition to any other remedy it may have, and in such event, Concessionaire's interest in any and all buildings and improvements on the Premises shall, at the option of the Commission, automatically pass to Commission; and Commission may recover for Concessionaire any damages it may incur by reason of such breach as hereinabove provided.

ARTICLE 15

TERMINATION BY CONCESSIONAIRE

Concessionaire may cancel and terminate this Agreement with thirty (30) days written notice to Commission:

- A. if the airport ceases to be used for Airport purposes, or
- B. if any of the instruments and documents, or any law, ordinance, rule or regulation, or any existing or future agreement or deed, or any future development or improvement to the Airport undertaken by Commission as provided for under this document hereof, materially restricts, limits or impairs the Concessionaire's use and enjoyment of the Premises for the purposes contemplated hereby and upon the terms set forth herein, or increases the Concessionaire's monetary obligations hereunder, or materially increases the Concessionaire's non-monetary obligations hereunder.

ARTICLE 16

MISCELLANEOUS

- A. Restrictions and Reservations: The rights granted Concessionaire herein are subject to the right of Commission to develop, maintain, improve and operate the Airport and its facilities as it sees fit, in a nondiscriminatory manner, without interference by Concessionaire. This

Agreement shall be subordinate and subject to the provisions of any existing or future agreements between Commission and the United States and any existing or future bond resolution or security documents given with respect to any bonded indebtedness. . This Agreement is subject to the rights the United States now existing or hereafter acquired affecting the control, operation, regulation and taking over of the Airport.

- B. Hazardous Materials: Concessionaire shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "Toxic Substances" under such laws, ordinance or regulations (collectively, "Hazardous Materials").
- C. Holding Over. If Concessionaire remains in possession of the Premises after expiration of the term hereof, including any renewal or extension, with Commission's acquiescence and without any express agreement of parties, Concessionaire shall be holding over at the will of the Commission and Concessionaire shall be bound by the terms and conditions of this agreement as far as applicable, specifically including periodic rental adjustments; and there shall be no renewal of the Agreement by operation of law. The rental rate in effect at the time of expiration of the term hereof, including any renewal or extension shall remain in effect until such time as Commission presents Concessionaire with a new rental rate. In any case such hold over status will be in effect for no more than six (6) months at which time Concessionaire shall be expected to vacate the Premises subject to the terms and conditions provided for herein.
- D. Waiver: Concessionaire hereby waives any and all claims for damages that may be caused by Commission in re-entering and taking possession of the Premises, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to Concessionaire as may be in or upon the Premises at the time of such re-entering. Concessionaire hereby also waives any and all claims against Commission for loss or damages to any property of Concessionaire from any cause arising at any time.
- E. Repair and Surrender: Concessionaire hereby accepts the Premises in as-is condition and agrees to surrender possession of and restore the Premises unto Commission in the same condition as received upon termination of this Agreement reasonable use and wear thereof excepted. Concessionaire

further agrees to promptly repair any and all damage caused by Concessionaire in the use of the Premises.

In the event Concessionaire fails to vacate the Premises upon termination of this Agreement, Concessionaire hereby waives any and all claims for damages that may be caused by Commission in taking possession of said Premises, and all claims for damages that may result from the destruction of or injury in the taking the Premises, and all claims for damages to or loss of such property belonging to Concessionaire as may be in or upon the Premises. Commission shall not be responsible to Concessionaire for any loss of property however occurring. Should Concessionaire fail to remove or dispose of Concessionaire's materials, equipment and improvements as herein provided, Director may dispose of same at Concessionaire's expense, and Concessionaire shall reimburse Commission for said expenses upon demand.

- F. Quiet Enjoyment: Concessionaire, upon payment of the fees and all other payments and charges to be paid by Concessionaire under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Agreement.
- G. Notices: All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage prepaid and addressed as follows:

To Concessionaire at:

To Commission at: Columbus Airport Commission
3250 West Britt David Road
Columbus, GA 31909
Attention: Airport Director

- H. Venue: This Agreement has been executed and delivered in the State of Georgia and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Georgia. All claims arising out of or related to this Agreement shall be subject to trial in the Superior Court of Muscogee Commission, Georgia, the forum hereby selected by the parties, by a judge sitting without a jury. **THE PARTIES HERETO, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, HEREBY WAIVE ANY AND ALL**

RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO THE CONTRACT.

- I. Force Majeure: Neither Commission nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which are not within its control. At any time should the aforementioned occurrences, or any occurrence, necessitate the closing of the Premises, Concessionaire shall have no recourse by law to Commission for losses incurred.
- J. Provisions Deemed Covenants and Conditions: The parties hereto agree that all of the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- K. Severability: The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- L. Assumption of Risks: Concessionaire represents that Concessionaire has inspected said Airport and Premises, and all facilities thereupon and in connection therewith, and that Concessionaire accepts the condition of same and fully assumes all risks incidental to the use thereof. The Commission shall not be liable to Concessionaire for any damages or injuries to the property or person, or to the agents, employees, customers, or business visitors of Concessionaire, which may result from hidden, latent or other dangerous conditions upon said Airport, building or Premises, or which may result from the negligence of the Commission, its agents, officers or employees, or which may result from any condition of fire, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.
- M. Interest Created: Anything herein to the contrary notwithstanding, this Agreement is intended to create only a usufruct in the Concessionaire and is not to be construed so that an estate passes out of the Commission to the Concessionaire.
- N. Entire Agreement and Modifications: This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations,

changes or modifications to this Agreement must be in writing and executed by both Concessionaire and Commission.

O. Cumulative Remedies. Commission's remedies hereunder are in addition to any remedy allowed by law.

P. Non-Waiver of Defaults: The waiver by Commission or Concessionaire of any breach by Commission or Concessionaire of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of same or any other terms, covenant or condition of this Agreement. No term, covenant or condition hereof can be waived except by written consent of Commission or Concessionaire, as the case may be; and forbearance or indulgence by written consent of Commission or Concessionaire and forbearance or indulgence by Commission or Concessionaire, in regard whatsoever, shall not constitute a waiver of the term, covenant or condition to be performed by Concessionaire or Commission, to which the same may apply; and until complete performance by Concessionaire or Commission of the term, covenant or condition, Commission or Concessionaire shall be entitle to invoke any remedy available to it hereunder by law, despite such forbearance or indulgence.

Q. Written Modification. This lease cannot be changed or terminated orally, but only by an instrument signed by both parties.

////////////////////////////////////
/////////Nothing follows except Signatures and Exhibits

IN WITNESS WHEREOF, Commission and Concessionaire have duly executed this Lease the day and year first above written.

CONCESSIONAIRE

COLUMBUS AIRPORT COMMISSION

BY: _____
TITLE

BY: _____
COMMISSION CHAIR

ATTEST:

ATTEST:
