

## **Addendum 3 Revisions**

### **Introduction:**

Changed: Proposer shall submit separate proposals for each brand or trade name.

To: Proposer shall submit one proposal which will include the combined aggregate total MAG from all brands, and all other required criteria including the Appendix 4 Questionnaire form and other required documents.

### **General Provisions:**

7. Removed: 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.

16. g. Removed: Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with proposal.

18. Removed: 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.

### **12. Basis of Award**

Added: If a counter position is left unawarded, six (6) spots will be withheld from the ready return lot. The Columbus Airport Commission is expected to remain as self-sufficient as possible per FAA grant assurances, if another organization i.e., rental car agency or other type of organization approaches the airport with interest, a proposal will need to be submitted for review and approval. If the interested organization is a rental car agency, the interested agency will be held to the same standards as the agencies responding to this RFP.

Changed: the breakdown of the MMG for each brand and all other required criteria including the Appendix 4 Questionnaire form and other required documents i.e., customer receipt to show fees charged, etc.

To: which should include the combined aggregate total MMG from all brands, and all other required criteria including the Appendix 4 Questionnaire form and other required documents i.e., customer receipt to show fees charged, etc.

## **Attachment 4: Questionnaires/Forms**

### **Sole Proprietorship**

Changed: Each brand or trade name shall submit its own proposal and shall obtain its own parking spaces. Please ensure the other brand selects the option to operate its business at the same counter. A maximum of three (3) brands or trade names may operate at one (1) counter.

To: Each Proposer may operate multiple or single brands from one (1) counter position. Parking spaces will be allocated based on the score received from the Proposer's response to the RFP. A maximum of three (3) brands or trade names may operate at one (1) counter.

### **INVENTORY**

Added: Please state the percentage of inventory that will be dedicated to non-insurance claims. Inventory refers to how many cars are on the lot. It will determine how best the concessionaires can service the airport customers. Please provide Proposers previous year's percentage breakdown of customer utilization, i.e., airline customer, walk up customer, insurance customer, and any additional categories of customers.

### **Agreement Sample**

Article 16. G Added: or express mail services, to the agreement.



# Columbus Airport Commission Columbus Airport

## **REQUEST FOR PROPOSAL #2023-01 ON-AIRPORT RENTAL CAR CONCESSION ADDENDUM #3 MARCH 21, 2023**

The Columbus Airport Commission (the “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 June 1, 2023, through May 31, 2028. The Commission has four (4) rental car counters and back-office space for Rental Car Concessionaires in its terminal building. A Concessionaire may operate under at most three (3) brands or trade names at a single counter space. Should this occur, the Proposer shall submit one proposal which will include the combined aggregate total MAG from all brands, and all other required criteria including the Appendix 4 Questionnaire form and other required documents. Proposals must be received no later than 2:00 PM on Wednesday, April 12, 2023.

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](http://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 one (1) hard copies and one (1) electronic copy (on flash drive) of your proposal on **April 12, 2023** 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 Maggie Turnham at 706.324.2449, or [mturnham@flycolumbusga.com](mailto:mturnham@flycolumbusga.com).

## General Provisions

1. All proposals, consisting of one (1) hard copies and one (1) electronic copy (on flash drive) must be received by mail, recognized carrier, or hand delivered no later than **2:00 p.m. on April 12, 2023**. 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: Amber Clark  
3250 W. Britt David Road  
Columbus, GA 31909  
Telephone: (706) 324-2449,  
x1410

[Mturnham@flycolumbusga.com](mailto:Mturnham@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. 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, they 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 flashdrive, using this convention for the file name: FIRM NAME + RFP NUMBER

*Example:* Your firm, Acme Inc., is responding to RFP 2023-05. Your Adobe Acrobat (pdf) file would be named: **Acme 2023-01**

5. Selection of a successful Proposer will be accomplished as described herein.

6. This Request for Proposal does not constitute an offer to enter into a services agreement.

7. The Commission will accept one proposal per rental car counter position (See section on multi-branding).

8. 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.

9. All documents submitted to the Commission in response to this Request for Proposal shall 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.

10. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.

11. 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.
12. 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 COMMISSION WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**
13. 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 in the Commission's sole discretion. Mistakes discovered before opening may be modified or proposal withdrawn by written notice received in the office of 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.

14. 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.**
15. 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.

16. 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. Failure to properly sign forms in ink.
  - h. The existence of a past due balance exceeding thirty (30) days with the Airport originating from an existing at the time of the Selection Committee's review of Proposer's proposal.
17. All Proposers will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. Questions concerning specifications must be submitted, as provided herein. Questions received after the deadline provided herein will not be considered
26. 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 form of the On-Airport Rental Car Concession Agreement (the "Sample Agreement"), which is attached hereto and incorporated 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 Sample 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 Sample 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 On-Airport Rental Car Concession Agreement. Such Agreement is incorporated herein by reference.

27. 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.
28. 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	January 25, 2023 on <a href="http://www.flycolumbusga.com">www.flycolumbusga.com</a>
February 16, 2023	Pre-Proposal Conference (attendance mandatory)
February 23, 2023	Questions Deadline
March 01, 2023	Addendum issued (if necessary)
March 08, 2023, 2:00 PM	Additional Questions Deadline
March 21, 2023	Final Addendum issued (if necessary)
April 12, 2023, 2:00PM	Proposals Due
April 13 -17, 2023	Contract Review & Clarification Phase
April 18, 2023	Contract Completed for Commission to Review
April 26, 2023	Commission Reviews/ Approves new contracts
June 01, 2023	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 Sample Agreement which the Commission may enter into with the successful Proposers. The final Agreement will be similar in form to the attached Sample Agreement. 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 600,000 and is growing more than 3% 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 66,000 square feet of enclosed space consisting of passenger ticketing, waiting and screening area, and has four ground loading airline positions. The terminal has a second floor that includes administrative offices, second floor waiting area and an FAA control tower access.

The facility is ten (10) miles from Ft. Benning, the 12<sup>th</sup> largest military installation in the United States.

Gross revenues for the five (5) incumbent providers for the last five (5) years:

\* Two of the incumbent providers revenues were reported as combined.

FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
1,378,756.56	1,389,118.38	1,264,914.84	2,030,160.47	2,549,094
841,736.32	801,851.91	1,412,789.95	1,343,459.85	1,319,083
2,203,336.64	2,553,818.73	2,141,476.99	2,334,092.86	2,806,290
1,652,573.76	1,849,954.08	1,717,935.42	1,788,798.32	2,224,920
1,279,719.92	1,033,851.74	769,060.37	605,463.66	999,773
\$7,356,123.20	\$7,628,594.84	\$7,306,177.57	\$8,101,975.16	\$9,889,162

**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, three arriving and departing flights to and from Atlanta, GA. Delta Airlines is currently operating the CRJ 200 which has approximately 50 seats, however Delta has programmed the CRJ900 with approximately 75 to begin operation in May of 2023, providing the opportunity for 6,750 enplanements each month. The Commission is also actively pursuing less than daily service into Florida markets. 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 five years:

	Enplanements	Deplanements
FY18	46,454	44,097
FY19	50,130	49,290
FY20	36,856	35,279
FY21	28,336	24,854
FY22	38,507	37,132

\*The above figures represent the enplanements and deplanements for Delta Airlines only. American Airlines entered the market after August 2021 but exited in FY 2023. Aircraft enplanements for American in FY 2022 exceeded 35,000.

**4. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Thursday, February 16, 2023 at 1:00 PM in the Airport Administration Conference Room located in the Terminal Building on the second floor. All interested parties are required to attend this conference in person or virtually. Any bids of parties not in attendance at this pre-proposal conference shall not be considered by the Commission.

**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. Thursday, February 23, 2023 to the address listed in the General Provisions provided herein. An additional question will be allowed after the first round of questions with a deadline of March 8, 2023. A final Addendum will be issued March 21, 2023.

**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.

It is expected that the Commission will submit an ACDBE Uniform Report or similar compliance forms or reports to each Concessionaire on an annual basis. Each Concessionaire shall truthfully complete and return such form or report in a timely manner.

## **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 the following qualifications 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 \$300,000 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 \$300,000.
- 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.

In the event a proposing firm or Concessionaire does not meet the aforementioned qualifications, the Concessionaire may submit a proposal pursuant to this Request for Proposal but must itemize any deficiencies in its proposal. In the Commission's sole discretion, the Commission may award a Concession Agreement to a proposing firm or Concessionaire that does not meet the aforementioned qualifications in full.

## **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, to include holidays. Suggested 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. A Proposer's submitted hours for counter service operations are a factor for the Selection Committee, as explained in further detail below. Accordingly, each proposal must contain the counter space hours, as well as the Proposer's proposed marketing and communication of such hours of operations to customers. Each Concessionaire shall at minimum maintain its counter service operations in accordance with the hours of operations submitted in its proposal.

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 employee's behavior continue, Commission shall have the option of requesting that said employee be removed from the premises. In the event this behavior remains unchanged despite the removal of an employee, the Commission shall have the ability to terminate the agreement with the Concessionaire.

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 four (4) 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 shall provide heat and air conditioning, overhead lighting, electric convenience outlets, and maintain the structural integrity, as necessary. Concessionaire shall furnish the counterspace and back-office area at its own cost and expense.

The Commission currently provides one (1) Ready/Return Lot. See Attachment 2 for location.

The Commission provides a five (5) bay service area and expanded car parking/storage at a location northwest of the terminal entry road (the "Service Area"). Utilities and general maintenance in such Service Area are provided by the Commission as part of the CFC rates and the allocation of CFC revenue. Should the Commission construct a new Service Area, an addendum to the allocation of cost shall occur upon the completion of a new facility. Concessionaires shall adhere to limitations of usage of the Ready/Return Lot and Service Center Premises.

See Attachment 3 for location.

See Allocation of Facilities.

## 10. FEES AND CHARGES

Minimum Monthly Guarantee (MMG)/Gross Revenues: Compensation to the Commission shall be the greater of the Minimum Monthly Guarantee, as defined hereinbelow, or ten percent (10%) of gross revenue. The Minimum Monthly Guarantee shall adjust each year for each Concessionaire as based on the Concessionaire's gross sales or revenues. To calculate each Concessionaire's "Minimum Monthly Guarantee" (or "MMG") for any year, the total amount reportable and payable to the Commission for the preceding twelve (12)

month period ending May 31st is to be multiplied by eighty percent (80%) and then divided by twelve (12). The result becomes the adjusted Minimum Monthly Guarantee for the succeeding contract year beginning May 1st. Pursuant to the Concession Agreement, the MMG shall be solely based on the preceding year’s gross sales or revenues and shall not be adjusted thereafter.

A reconciliation will occur at the end of each contract year to assure that any funds submitted over 10% of the reported annual gross is credited or returned to the car rental concessionaire.

Using the example below, this car agency would have been provided a credit of \$2,581.93.

	<b>GROSS RECEIPTS</b>	<b>MINIMUM ANNUAL GUARANTEE</b>	<b>CONCESSION FEES DUE</b>	<b>CONCESSION FEES PAID</b>
December 18	\$ 86,365.30	\$ 8,342.50	\$ 8,636.53	\$ 8,636.53
January 19	\$ 71,559.40	\$ 8,342.50	\$ 7,155.94	\$ 8,342.50
February 19	\$ 78,105.60	\$ 8,342.50	\$ 7,810.56	\$ 8,342.50
March 19	\$ 107,188.68	\$ 8,342.50	\$ 10,718.87	\$ 10,718.87
April 19	\$ 101,076.67	\$ 8,342.50	\$ 10,107.67	\$ 10,107.67
May 19	\$ 106,945.70	\$ 8,342.50	\$ 10,694.57	\$ 10,694.57
June 19	\$ 89,490.06	\$ 8,342.50	\$ 8,949.01	\$ 8,949.01
July 19	\$ 119,472.81	\$ 8,342.50	\$ 11,947.28	\$ 11,947.28
August 19	\$ 107,233.52	\$ 8,342.50	\$ 10,723.35	\$ 10,723.35
September 19	\$ 96,378.61	\$ 8,342.50	\$ 9,637.86	\$ 9,637.86
October 19	\$ 90,231.79	\$ 8,342.50	\$ 9,023.18	\$ 9,023.18
November 19	\$ 74,790.73	\$ 8,342.50	\$ 7,479.07	\$ 8,342.50
	<b>\$ 1,128,838.87</b>	<b>\$ 100,110.00</b>	<b>\$ 112,883.89</b>	<b>\$ 115,465.82</b>

Customer Facility Charge (CFC): Concessionaires operating at Columbus Airport shall charge each customer a Customer Facility Charge (“CFC”) of Four and No/100 Dollars (\$4.00) per customer per day, which, subject to any use restrictions itemized herein, shall be used for improvements and/or expansion, as funding allows, of the Airport’s real property or improvements or buildings thereon in ways that would directly or indirectly benefit the Concessionaires. The Commission reserves the right to use these funds for planning, financing, and/or construction projects, according to the Commission’s best interests. The Commission further reserves the right to allocate a percentage of the CFC funds (not to exceed ten (10) percent of the total CFCs collected each month or year (as determined by the Commission)) to the Commission’s general operating account on a monthly or annual basis as an administrative fee. The Commission will meet annually with Rental Car Concessionaires to discuss Rental Car Concessionaire needs, CFC usage, and the administrative fee.

A portion of the CFC (the “Concessionaire Share”) shall be used for and dedicated to the Commission’s maintenance and upkeep of the common areas of the Concessionaire stalls and surrounding area and other shared amenities. For the first year of the agreement between the Commission and each Concessionaire, the Concessionaire Share shall be One and 50/100 Dollars (\$1.50). Each year, simultaneously with the MMG adjustments, the Commission shall have the ability to increase or decrease the Concessionaire Share, provided such increase or decrease is not more than Fifty Cents (\$0.50) in a calendar year.

A portion of the existing CFC Fund (One Hundred Seventy-Nine Thousand Nine Hundred Fifteen and no/100 Dollars (\$179,915.00)) shall be reallocated to the Commission's general operating account as reimbursement of prior fees and administrative costs associated with CFC projects. The respective administrative fees include but are not limited to: legal fees, bonding fees, project coordinating & finance fees, audit fees, and accounting related fees. The \$179,915.00 administrative fee is proportional to the percentage of scope the rental car concessionaire contributed to the overall Terminal project which was less than 1% (0.9%).

Air Service Development Grant Partnership Fund Contribution: Within 60 days of the Effective Date of the agreement between Proposer and the Commission, the Proposer shall deposit with the Commission an amount equal to Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) ("Air Service Fee") in the form of cash or check in favor of the Commission which shall be contributed to the Air Service Development Grant Partnership Fund. The Air Service Development Grant Partnership Fund's primary purpose is to promote, develop, and market new air service routes to and from the Airport and is an integral part to securing new air service to the Columbus Airport market. The Air Service Fee shall be nonrefundable to the Concessionaire.

Security Deposit:

a. If the Proposer is a new Rental Car Concessionaire to the Airport and has not entered into an On-Airport Rental Car Concession Agreement or an agreement regarding rental car services on Airport Property within the last five (5) years, simultaneously with the execution of the Agreement between the Proposer and the Commission, the Proposer 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 the Sample Agreement.

b. If the Proposer is a Concessionaire who previously entered into an On-Airport Rental Car Concession Agreement or an agreement regarding rental car services on Airport Property within the last five (5) years, Proposer's Security Deposit from such agreement shall be allocated to this Agreement, and the Proposer shall not owe any additional funds to the Security Deposit.

Transparency To Customers: The Commission understands it may be customary for Concessionaires to shift various fees to their customers and clients. However, in no event shall a Concessionaire display a fee that is over and above a fee collected pursuant to an agreement with the Commission. For clarification purposes, each Concessionaire shall not charge customers a fee (and label it as a fee based on the Concessionaire's operations at the Columbus Airport) more than ten percent (10%) per customer to account for the MMG or a fee higher than the CFC without the prior written consent of the Commission. Each Proposer shall provide, as an addendum to its proposal, a breakdown of a quote or receipt that is provided to its customers itemizing all fees assessed to customers.

## **11. ALLOCATION OF FACILITIES**

Subject to a Concessionaire's election to share a counter and associated office space, each Concessionaire will have one counter and associated office space in the terminal building (Attachment 1). Each Concessionaire 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. However, in the event multiple Concessionaires operate a single counter, causing there to be more Concessionaires than service bays and storage space in the Service Center Area, the Concessionaires sharing the counter in the terminal shall likewise share service bays and storage space in the Service Center Area.

Although the Commission may consider a number of factors in awarding the Concession Agreements, the location of parking spaces will be awarded to the Proposers in rank order based on a rating scale. Counter/office space and Service Center wash bay will remain the same as current if all agencies are in agreement to retain current counter and wash bay locations. An executed statement of agreement should be turned in with the concessionaire’s proposal. If the agreement to retain current counter and wash bay locations are not unanimous then the counter spaces and wash bay locations will be awarded to the Proposers in rank order based on a rating scale, The scale shall be calculated as follows:

Factor	Percentage Weight
Minimum Monthly Guarantee	85%
Hours of Operation & Inventory	10%
Other Required Supporting Documentation (Customer receipt with fees, questionnaire, etc.)	5%

The Proposer with the highest rating shall have the first choice, the Proposer with the second highest rating shall have 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 rating of all successful Proposers. Each successful Proposer will be allowed to pick the location of parking spaces in a manner as described above pursuant to the rating system. The number of spaces will be contingent on the Proposers’ ratings. For example, if five Proposers generated the following ratings:

	Rating	% of Total	Spaces
Proposer 1	94	25%	32
Proposer 2	78	20.74%	26
Proposer 3	64	17.02%	22
Proposer 4	58	15.43%	19
Proposer 5	82	21.81%	28
<b>Total</b>	<b>376</b>	<b>100%</b>	<b>127</b>

In this example, Spaces and would be allocated 25% of the available spaces or 32 of 127



available. Proposer 5 would follow and would receive 21.81% of the available spaces or 28 available spaces. The other Proposers would follow in order of the rating.

Proposers with identical bids or ratings will be separated by the date/time the bid package was received.

The determination of space at the Service Area and counter locations will be similar to the determination of the ready & return spaces if not all concessionaires provide an executed statement approving maintaining the current location of the proposers' counter location and service bay location. The proposer with the greatest percentage would pick locations first, followed by the second highest percentage, and so forth.

## **12. BASIS OF AWARD**

Concession Agreements will be awarded to up to four (4) highest qualified Proposers who submit proposals most favorable to the Commission based upon the rating system defined herein. Only four counter positions are available. The Commission will award up to four (4) counter positions from the proposals submitted. If a counter position is left unawarded, six (6) spots will be withheld from the ready return lot. The Columbus Airport Commission is expected to remain as self-sufficient as possible per FAA grant assurances, If another organization i.e. rental car agency or other type of organization approaches the airport with interest, a proposal will need to be submitted for review and approval. If the interested organization is a rental car agency, the interested agency will be held to the same standards as the agencies responding to this RFP.

Concessionaires may operate from one or multiple counters when managing multiple brands; however, an RFP proposal must be submitted for each counter position to be operated by a Concessionaire. If a Concessionaire submits a proposal for separate counter positions each counter must follow the staffing levels and hours of operation as described in this RFP and the Concessionaire agreement. The assignments of counter space and parking spaces will be contingent on each proposal submitted. Concessionaires may submit one proposal per counter space if intending to operate multiple counters. If the Concessionaire intends to operate multiple brands out of one counter position, the concessionaire will only need to submit one proposal which should include the combined aggregate total MMG from all brands, and all other required criteria including the Appendix 4 Questionnaire form and other required documents i.e., customer receipt to show fees charged, etc.

## **13. ADDENDA**

Any addenda to this Request for Proposals will be e-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 e-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:

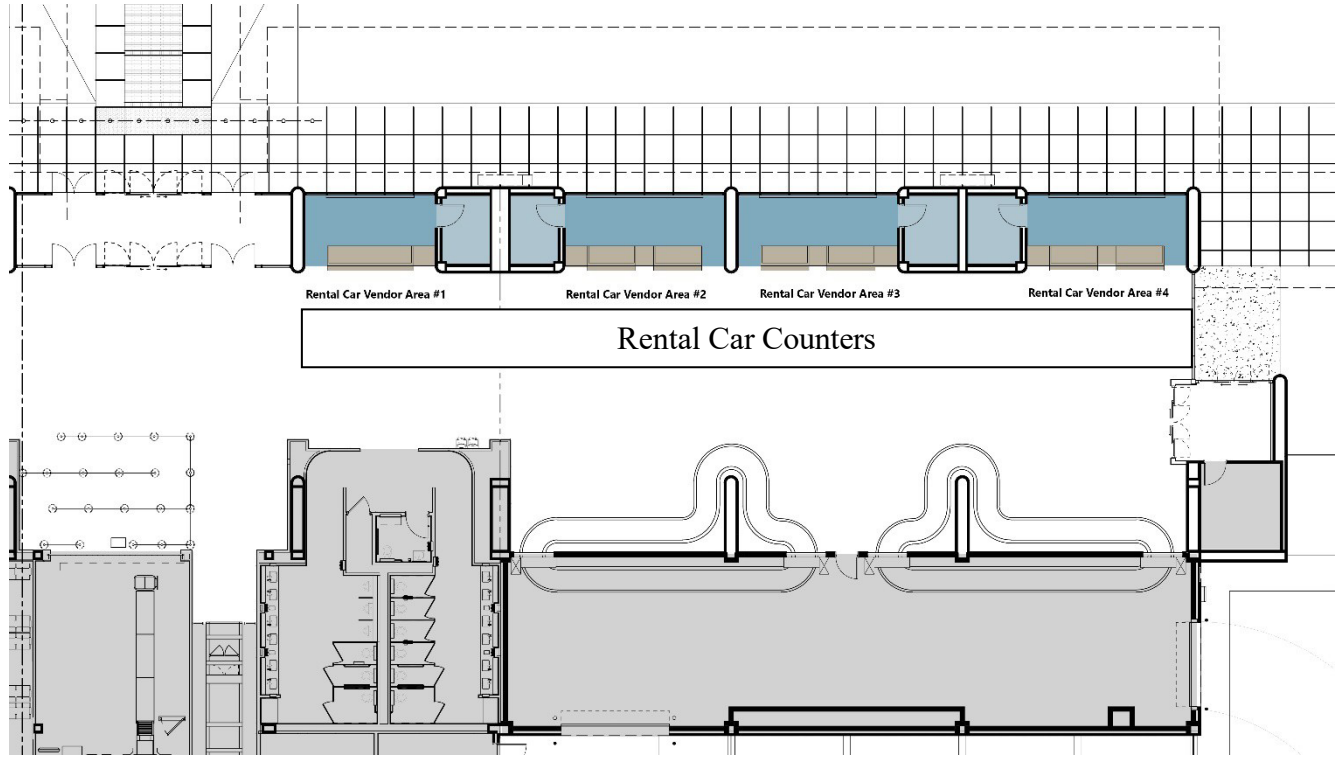
- a. The sum total of the minimum monthly guarantees proposed for the five-year term of the Non-Exclusive Rental Car Concession Agreement.
- b. Previous background, experience and submitted proposal of Proposers with respect to the minimum qualifications.
- c. Previous background or history of default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

## **16. CONTACT PERSON**

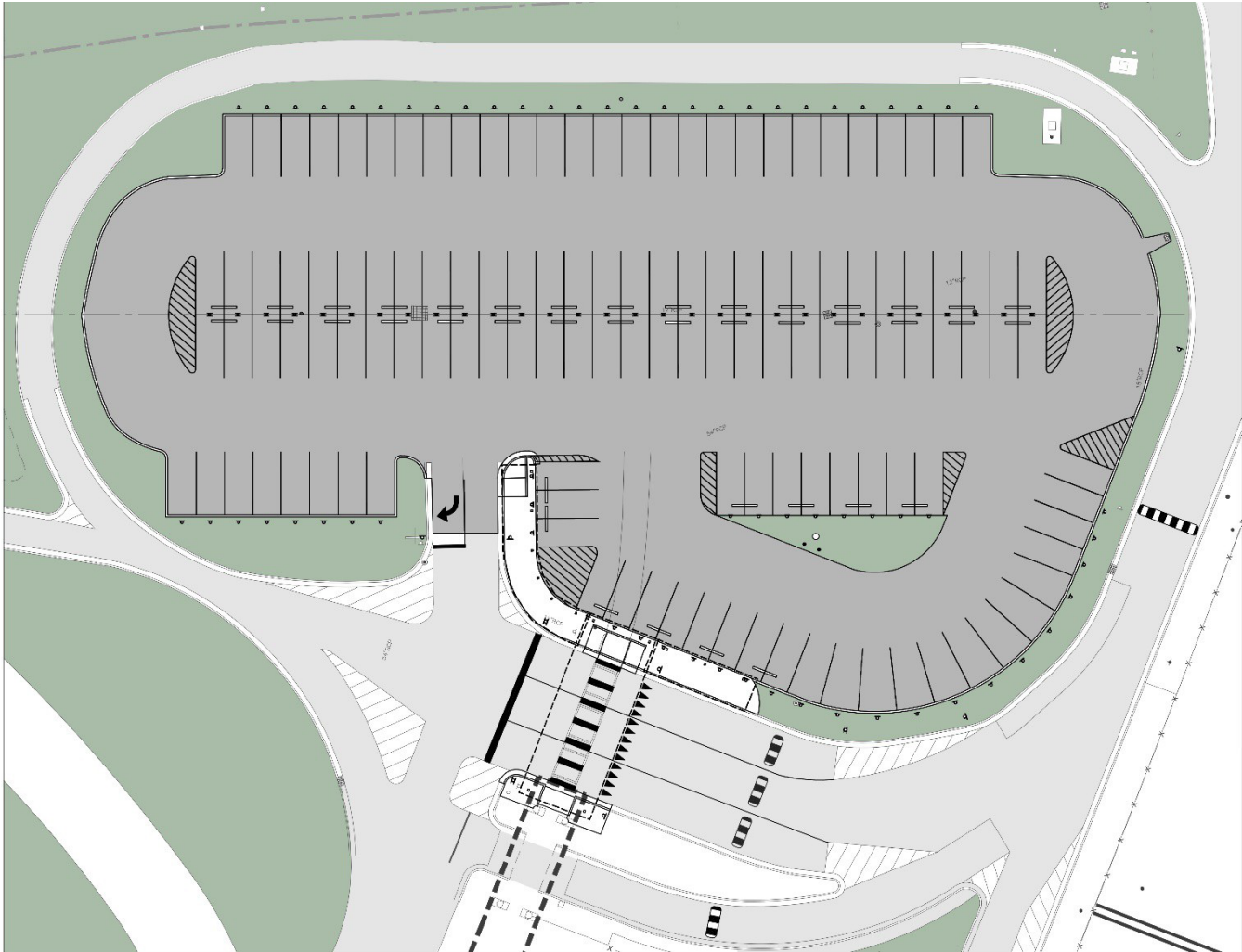
Columbus Airport Commission Attn: Amber Clark, C.M.  
3250 W. Britt David Road Columbus, GA 31909-5399  
706-324.2449 x1410 (Maggie Turnham)  
706.324.1016

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

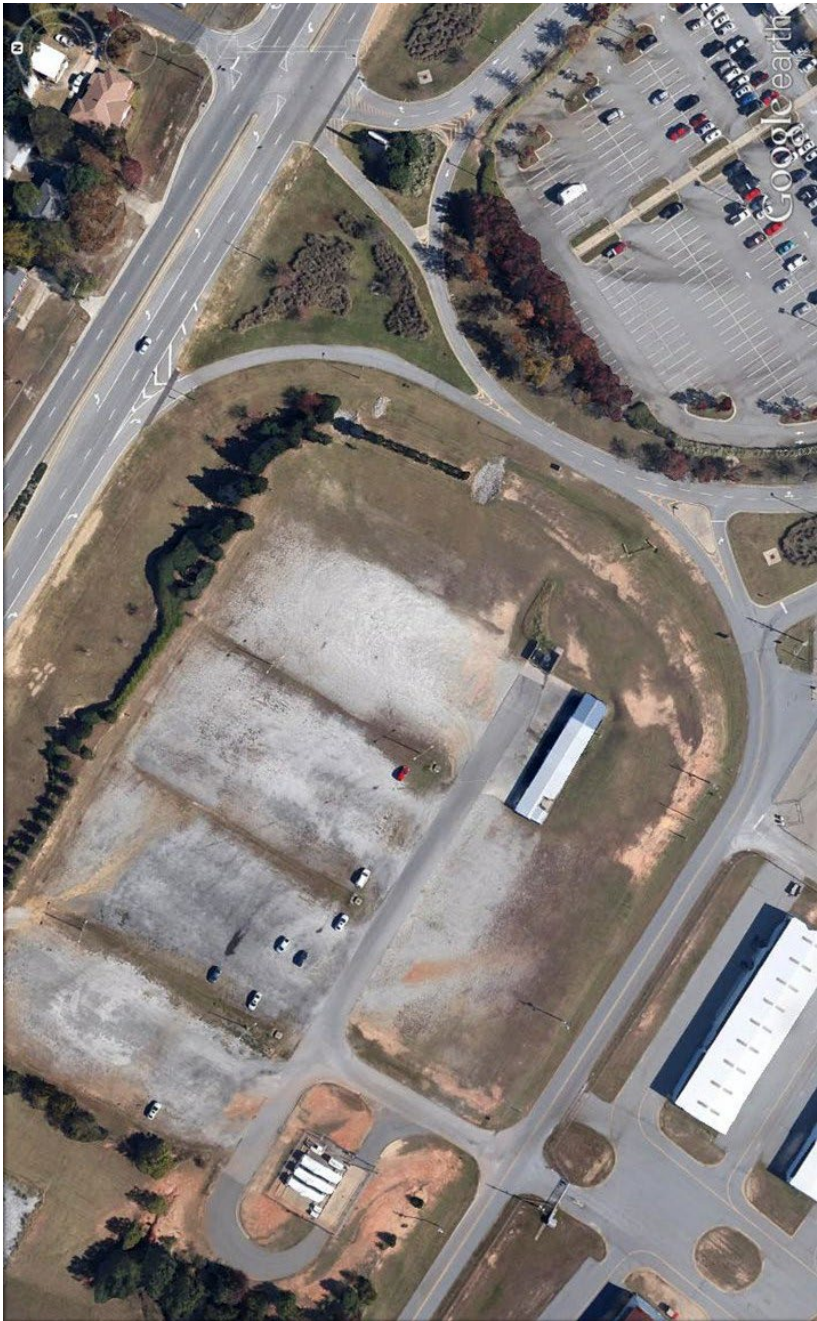
Attachment 1: Terminal Space



Attachment 2: Ready/Return Lot



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 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 five-year term of the Non-Exclusive Rental Car Concession Agreement the greater of (1) ten percent (10%) of its monthly "Gross Receipts" as defined in the Sample Agreement or (2) a monthly minimum guarantee (cannot be less than \$4,166.67 per month). The Proposer's Minimum Monthly Guarantee to be used for the first twelve (12) months of the five-year term is:

Amount in words: \_\_\_\_\_

Amount in numbers: \$ \_\_\_\_\_

**Please list brand or trade name under which you intend to operate. Be sure to include evidence of 100% ownership interest or authorization to operate the brand or trade name.**

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

**Supply the following information:**

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-formation, 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-formation, 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 ( )
3. 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 \_\_\_\_\_

5. Please check here if Concessionaire desires to share a counter in the Airport terminal with another brand or trade name that is owned by the same parent company as Concessionaire: \_\_\_\_\_

If the Concessionaire selected the option to share a counter in the terminal with another brand or trade name, please list all brands or trade names with which Concessionaire

elects to share a counter in the terminal: \_\_\_\_\_

Each Proposer may operate multiple or single brands from one (1) counter position. Parking spaces will be allocated based on the score received from the Proposer's response to the RFP. A maximum of three (3) brands or trade names may operate at one (1) counter.

### **HOURS OF OPERATION**

- a. Please outline your hours of operation in terms of staffing the counter space:
  
- b. Please outline your proposed marketing and communication of such hours of operations to customers, as well as strategies for serving customers after hours, on an attached document using as many sheets as necessary.

### **INVENTORY**

Please state the percentage of inventory that will be dedicated to non-insurance claims. Inventory refers to how many cars are on the lot. It will determine how best the concessionaires can service the airport customers. Please provide Proposers previous year's percentage breakdown of customer utilization, i.e. airline customer, walk up customer, insurance customer, and any additional categories of customers.

### **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.

### **QUOTE/RECEIPT TO CUSTOMERS**

Proposer shall provide a true and correct breakdown and itemization of all fees assessed to customers in quotes or receipts from the Proposer as an addendum to its proposal.

### **PROPOSERS SIGNATURE**

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

The undersigned hereby acknowledges receipt of copies of the Sample 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 \_\_\_\_\_, 2023.

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 \_\_\_\_\_

Addendum No. \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

STATE OF GEORGIA  
MUSCOGEE COUNTY

### ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT

This On-Airport Rental Car Concession Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 to be effective May 1, 2023 (the “Effective Date”), 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 [state] [entity] doing business as \_\_\_\_\_, (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 Commission, traffic tickets, parking tickets, tolls, towing impound fees, red light tickets, other governmental fees or 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 Monthly Guarantee (MMG)** means the minimum fee paid monthly 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 to the Commission based upon the Commission's share of Gross Revenues as provided herein.

K. **Premises** shall have the definition as stated in Article 4(A).

L. **Proposal** refers to Concessionaire's response to Commission's Request for Proposal #2023- 01 *On-Airport Rental Car Concession*. The Proposal is incorporated in its entirety herein.

M. **Request for Proposal (RFP)** refers to the Commission's Request for Proposal #2023-01 *On-Airport Rental Car Concession*. The RFP is incorporated in its entirety herein.

N. **Rental Car Concessionaires** refers to the other rental car companies other than Concessionaire operating a business at the Airport.

O. **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. Use. The right to use in common with others the general facilities of the Airport in the normal conduct of Concessionaire's 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 in the Commission's sole discretion. No sign will be approved that may be confusing to Airport users or which fails to conform to the architectural or design 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 in full 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, companies, or entities 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 except for the award of more or less parking spaces pursuant to the rating system or the selection order of the Premises as outlined in the RFP.

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 from time to time 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. Should a Concessionaire fail to move its Motor Vehicles in timely manner to a designated area, the Commission shall have the ability to move such Motor Vehicles and charge the Concessionaire for any and all costs associated such moving such Motor Vehicles. Concessionaire shall not park or store any Motor 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 Motor 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 Motor 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 [REDACTED], 2023 and expiring on [REDACTED], 2028.

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. Premises: Concessionaire shall have the right to the exclusive use of Counter # [REDACTED], comprised of approximately 330 square feet of counter space and back-office space, said Premises being more particularly described in the RFP and Exhibit A 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 Ready/Return Parking Premises are located on both ends of the terminal building as depicted on Exhibit B attached hereto and made a part hereof.

2. The number of spaces allowed for Concessionaire use shall be allocated among the Rental Car Concessionaires upon the execution of this Agreement as described in the RFP, and annually thereafter, using the same rating system as depicted in the RFP. Any adjustment to the number of parking spaces allocated to each Rental Car Concessionaire shall occur simultaneously with

adjustments to the MMG. 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 ten (10) spaces in the Ready/Return Lot without prior written consent of the Director.

C. Service Area: The Concessionaire shall have non-exclusive use, in conjunction with other the Commission's Rental Car Concessionaires, of the Service Area, as depicted on Exhibit C, attached hereto and made a part hereof. Service Area space shall be allocated as described in the RFP.

## **ARTICLE 5 COMPENSATION AND REPORTS**

A. Concession Fee: The Concessionaire shall pay to the Commission a "Concession Fee" without deduction, setoff, prior notice, or demand on or before the tenth (10<sup>th</sup>) day of each month of the Term. Said Concession Fee shall be the greater of the following:

1. The stipulated Minimum Monthly Guarantee as presented in the Concessionaire response to the Commission's RFP.

2. Percentage Fee of Ten Percent (10%) of the Gross Revenue as defined herein derived from the Concessionaire's car rental operations at the Airport for the previous month.

B. Customer Facility Charge: Concessionaire shall remit to Commission a Customer Facility Charge ("CFC") in the amount of Four Dollars (\$4.00) per customer per contract day. The Rental Car Concessionaires shall identify the CFC on a separate line on the car rental customer contract, before taxes, and shall describe such fee as the "Facility and Operation Fee". CFCs shall be due and payable monthly in arrears by the tenth (10<sup>th</sup>) day of each month. The CFCs shall be maintained in a separate bank account by the Commission (the "CFC Fund"), and the CFCs shall be used to reimburse the Commission for or directly fund the financing, design, equipping, relocation, and construction of new facilities or services that directly or indirectly benefit the Rental Car Concessionaires, all or a portion of the operation and maintenance costs of the common area shared by the Rental Car Concessionaires, and any Airport project that improves the general infrastructure of the Airport. The Rental Car Concessionaires shall have no legal or equitable interest in such CFCs.

The Commission reserves the right to allocate a percentage of the CFCs (not to exceed ten percent (10%) of the total CFCs collected from Concessionaire each month or year (as determined by the Commission)) to the Commission's general operating account on a monthly or annual basis as an administrative fee.

A portion of the CFC (the "Concessionaire Share") shall be used for and dedicated to the Commission's maintenance and upkeep of the common areas of the Concessionaire stalls and surrounding area and other shared amenities. For the first year of this Agreement, the Concessionaire Share shall be One and 50/100 Dollars (\$1.50) for each Four and no/100 Dollars (\$4.00) collected. Each year, simultaneously with the MMG

adjustments, the Commission shall have the right to increase or decrease the Concessionaire Share, provided such increase or decrease is not more than Fifty Cents (\$0.50) in a calendar year.

Commission shall meet with Concessionaire at least annually to discuss the CFC level, collections, expenditures for the year, and the administrative fee. Discussion will include any new projects planned by the Commission for the upcoming year.

Concessionaire expressly agrees that One Hundred Seventy-Nine Thousand Nine Hundred Eleven and no/100 Dollars (\$179,911.00) of the existing CFC Fund shall be reallocated to the Commission's general operating account as reimbursement of prior fees and administrative costs associated with existing, pending, and/or completed CFC projects pursuant to prior agreements between the Commission and Rental Car Concessionaires and to offset prior stagnant minimum annual guarantees and extensions of such prior agreements.

C. Monthly Reports: Concessionaire shall furnish to the Commission a monthly statement of Concessionaire's Gross Revenue, as defined herein, and CFCs collected (in a format provided by the Commission) (the "Monthly Report") on or before the tenth (10<sup>th</sup>) day of each month as based on the prior month's activity and sales. Each statement shall be signed and certified to be correct by Concessionaire or its authorized representative. Such report shall include an itemization of each fee, cost, or expense removed or excluded from the Gross Revenue for the Commission's review. Upon a reasonable suspicion, the Commission may dispute the Monthly Report by notifying the Concessionaire in writing that the Commission is availing itself to its right to audit the Concessionaire's books and records in accordance with Article 6(L). Should the Commission reasonably determine a Monthly Report or Monthly Reports as provided to the Commission was or were inaccurate, and the Commission was not paid all sums due and owing to it pursuant to this Agreement, the Commission may avail itself to Article 5(E) of this Agreement. Further, the Commission shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to Concessionaire.

D. Late Fee: Failure of Concessionaire to submit 1) Concession Fee, and 2) the Monthly Report as described herein by the tenth (10<sup>th</sup>) day of the calendar month when due will be subject to a five percent (5%) late charge. Such late fee 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.

E. Security Deposit:

1. a. If the Concessionaire is a new Concessionaire to the Airport and has not entered into an On-Airport Rental Car Concession Agreement or an agreement regarding rental car services on Airport Property within the last five (5) years, simultaneously with the execution of this Agreement, the 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.

1. b. If the Concessionaire is a Concessionaire who previously entered into an On-Airport Rental Car Concession Agreement or an agreement regarding rental car services on Airport Property within the last five (5) years, Concessionaire's Security Deposit from such agreement shall be allocated to this Agreement, and the Concessionaire shall not owe any additional funds to the Security Deposit.

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 (all of which shall be considered a default by Concessionaire of this Agreement):

- 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. Failure on the part of Concessionaire to remit all funds due to the Commission in accordance with the terms and conditions of this Agreement;
- iii. 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;
- iv. Failure to pay other charges, if any;
- v. 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
- vi. 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 (but shall have no obligation to), in writing, expressly waive the default by Concessionaire. Commission has no obligation to provide notice to Concessionaire prior to claiming funds from the Security Deposit. Upon written notice by the Commission that a claim has been made against the Security 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

Security 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.

F. Air Service Development Grant Partnership Fund Contribution: Upon the Effective Date, Concessionaire shall deposit with the Commission an amount equal to Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) ("Air Service Fee") in the form of cash or check in favor of the Commission which shall be contributed to the Air Service Development Grant Partnership Fund. The Air Service Development Grant Partnership Fund's primary purpose is to promote, develop, and market new air service routes to and from the Airport. The Air Service Fee shall be nonrefundable to the Concessionaire.

G. MMG Fee Adjustment: The Minimum Monthly Guarantee shall be adjusted annually, with the new Minimum Monthly Guarantee to become effective on May 1<sup>st</sup> of each year of the Term. To calculate the Minimum Monthly Guarantee for any year, the Concessionaire's Gross Revenue for the preceding twelve (12) month period ending April 30<sup>th</sup> shall be multiplied by eighty percent (80%), and the result shall become the Minimum Monthly Guarantee for the succeeding contract year beginning May 1<sup>st</sup>. Concessionaire shall perform this calculation and provide results to the Commission no later than May 20 of each year.

H. MAG Fee Reconciled: In the event an annual report indicates Concessionaire's underpayment of the Concession Fee during said annual report Contract Year, the amount of such underpayment shall be remitted from Concessionaire to the Commission not later than thirty (30) days from the date the annual report was submitted to the Commission. In the event an annual report indicates overpayment of Concession Fees to the Commission, such settlement shall be made as a cash disbursement from the Commission to Concessionaire, provided Concessionaire is not then in default under the terms of this Agreement. This provision shall survive the termination of this Agreement."

I. MAG Fee Abatement: If for any reason the monthly gross revenues decrease more that 85% of the previous year's gross revenues due to a extenuating circumstance, the MAG fee as described herein will be abated and Concessionaire shall remit the Percentage fee described herein. Such process will continue until gross revenues raise about the level described here.

J. Transparency To Customers: The Commission understands it may be customary for Concessionaires to shift various fees to their customers and clients. However, in no event shall a Concessionaire display a fee that is over and above a fee paid by the Concessionaire to the Commission

pursuant to this Agreement. For clarification purposes, each Concessionaire shall not charge customers a fee (and label it as a fee based on the Concessionaire's operations at the Columbus Airport) more than ten percent (10%) per customer to account for the MMG or a fee higher than the CFC without the prior written consent of the Commission. The Concessionaire shall provide updated breakdown of a quote or receipt that is provided to its customers itemizing all fees assessed to customers each time the Concessionaire revises, alters, amends, or changes its fee structure or any fees or costs assessed to its customers.

## **ARTICLE 6 RESPONSIBILITY OF CONCESSIONAIRE**

Concessionaire hereby covenants and agrees:

A. To utilize the Premises for the use and benefit of the public and for the sole purpose of providing rental car services to 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. Notwithstanding the foregoing, the Concessionaire shall, at minimum, operate its counter space for the hours as stated in the Proposal. 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 Rules 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. The Commission may inspect the Ready/Return Lot and Service Area at any time deemed reasonable in the Commission's sole discretion without prior notice to or approval from the Concessionaire. Should the Director or the Commission request or require the Concessionaire(s) to improve its or their maintenance and cleaning of the Ready/Return Lot and Service Area, the Concessionaire shall do complete all requested improvements or tasks in a timely manner.

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 "Disadvantaged Business Enterprise ("DBE") Program"). 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. It is expected that the Commission will submit an ACDBE Uniform Report or similar compliance forms or reports to the Concessionaire on an annual basis. Concessionaire shall truthfully complete and return such form or report in a timely manner.

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 the Concessionaire's 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. This provision shall survive any termination 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 prior to them becoming 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 shall 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 the Premises in question to Commission in good order, condition and repair, reasonable wear and tear and other casualty excepted. The Concessionaire shall further:

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 janitorial services or non-structural repairs to its exclusive space;

2. Maintain its Ready/Return Lot 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 Motor 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 gross negligence of Commission or by the gross 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, pandemic, riot,

strike, smoke, theft, 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.

R. Any fees that are charged by the Concessionaire to its customers that relate to fees charged hereunder, such as the CFCs or the ten percent (10%) of Concessionaire's Gross Revenue, shall not differ in amounts as charged to the Concessionaire's customers. For clarification, the Concessionaire shall not assess a fee to its Customers over and beyond the fees assessed herein and state such fees or charged due to the Concessionaire's operation at the Airport.

## **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 the Premises 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, which may be withheld in the

Director's or the Commission's sole discretion.

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, provided such wireless communication systems do not affect or cause any disruptions to the Airport's air traffic control tower or other systems affecting plane travel or any airplane's ability to communicate with such tower or systems or operate in general.

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 non-fixture and non-permanent 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 non-fixture and non-permanent alterations or improvements at its own cost and leave the Premises in its prior condition or a commercially reasonable condition (as reasonably determined by the Commission) 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 outside of Concessionaire's control, 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 tenantable.

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 outside the Concessionaire's control 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 or temporary facilities, if available, 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 outside of Concessionaire's control, 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 temporary or alternate space, if available, 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 temporary or 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, but all such restoration and repair shall be conducted in strict accordance with plans and specifications approved by the Commission in its sole discretion. Any changes to or deviations from

the plans and specifications for such restoration or repair approved by the Commission shall be approved in writing by the Commission prior to commencing any change or deviation. If Concessionaire fails to complete the repair or restoration or fails to adhere to the Commission's approved plans and specifications, 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 or terminate 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 gross 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 with the 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 a 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 but 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 alterations 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 written 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 entitled 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.

*Remainder of this page left intentionally blank. Signatures appear on next page.*



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

**CONCESSIONAIRE**

**COLUMBUS AIRPORT COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Commission Chair

Attest:  
\_\_\_\_\_

Recommended:  
\_\_\_\_\_  
Airport Director

**APPROVED AS TO FORM AND LEGAL EFFECT**

\_\_\_\_\_  
Alston E. Auten, Commission Counsel

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

The execution of this Agreement was approved at a regular meeting of the Columbus Airport Commission held on the \_\_\_\_ day of \_\_\_\_\_, 2023, at which a quorum was present.

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Assistant Secretary

**EXHIBIT A**  
**RFP**

[See attached RFP.]

**EXHIBIT B**  
Ready/Return Parking Premises

**EXHIBIT C**  
**Service Area**