

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY: TURO INC.

Term Date: May 5, 2022 – May 4, 2023

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**HILLSBOROUGH COUNTY AVIATION AUTHORITY
USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION**

This Use and Permit Agreement for Peer-to-Peer Vehicle Sharing Concession (“Agreement”) is made and entered into this ____ day of May, 2022 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida (“Authority”), and TURO INC., a corporation organized and existing under the laws of the State of Delaware (“Company”) (hereinafter individually and collectively referred to as the “Party” or “Parties”).

WITNESSETH:

WHEREAS, Authority controls, operates, and maintains an airport in the County of Hillsborough, State of Florida, known as Tampa International Airport (“Airport”); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport passengers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing ground transportation services to Airport passengers derive a special economic benefit from Authority’s ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through fees and charges, or a combination thereof, imposed for the privilege of doing business with customers who use Airport or aviation facilities under Authority jurisdiction; and

WHEREAS, Company owns and operates a Peer-to-Peer Vehicle Sharing business that uses its application platform to connect Owners with Airport Customers via a Reservation in advance of arriving at the Airport.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives and the terms and conditions stated herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to allow Company to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers at Airport or pick up Airport Customers at Airport, and to issue a permit to

Company reflecting this agreement. Company agrees to abide by all of the following terms and conditions.

ARTICLE 1: RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2: DEFINITIONS

Unless otherwise defined herein, all definitions set out in Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives shall be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

2.01 Airport Customer

Any person who makes a Reservation for Peer-to-Peer Vehicle Sharing through Company's website, mobile application, or other platform for pick up at Airport.

2.02 Agreement Year

The period beginning on the Effective Date and continuing for one year from the Effective Date.

2.03 Designated Areas

The areas where an Owner or Airport Customer may pick up or drop off the Vehicle(s) as further described in Section 4.14 below.

2.04 Economy Parking Garage

The public parking building with a maximum height restriction of eight (8) feet in the South Terminal Support Area designated by Authority, which may be used by the Company or Owner to pick up or drop off Airport Customers, as depicted on Exhibit C, Designated Areas.

2.05 Owner

An individual or company that owns, leases, or otherwise has control over a Vehicle and uses Company's website, mobile application, or other platform to share the Owner's Vehicle with Airport Customers.

2.06 Peer-to-Peer Vehicle Sharing

An arms-length, remote, web-based, or mobile transaction where an Owner allows a third party to use the Owner's Vehicle(s) for a fee. This includes, but is not limited to, Reservations made through Company's website, mobile application, or another platform that connects Vehicle Owners with Airport Customers seeking to reserve the Vehicle(s), with the Vehicle(s) being dropped off to the Airport Customer at Airport or the Owner picking up the Airport Customer at Airport.

- 2.07 Peer-to-Peer Vehicle Sharing Concession
Providing Peer-to-Peer Vehicle Sharing to Airport Customers via a Reservation.
- 2.08 Reservation
An online electronic reservation completed for an Airport Customer in Company's Peer-to-Peer Vehicle Sharing website, mobile application, or other platform that initiates a reservation for a Vehicle between an Owner and an Airport Customer where the Owner either drops off the Vehicle to the Airport Customer or picks up the Airport Customer on Airport.
- 2.09 South Terminal Support Area
The area located south of the Main Terminal that serves as the gateway to the Airport and consists of the cell phone lot, Economy Parking Garage and local roadways as depicted on Exhibit C, Designated Areas.
- 2.10 Trip
Each time Peer-to-Peer Vehicle Sharing occurs between an Owner and an Airport Customer on Airport property.
- 2.11 Vehicle
A motor vehicle with a maximum height of eight (8) feet including, but not limited to, cars, vans, minivans, SUVs, trucks, pickup trucks, auto-cycles, or motorcycles, that an Owner shares with an Airport Customer through a Reservation.

ARTICLE 3: TERM

- 3.01 Effective Date
This Agreement will become binding and effective upon approval by Authority.
- 3.02 Term
The Term of this Agreement will commence on May 5, 2022 and will continue through May 4, 2023, unless terminated earlier as provided herein.
- 3.03 Renewal Option
This Agreement may be renewed at the same terms and conditions hereunder for two (2), one (1)-year periods at the discretion of the Authority Chief Executive Officer. Such renewal will be effective by written letter to Company from Authority Chief Executive Officer, without the need for formal amendment to this Agreement. If both renewal options are exercised, this Agreement will have a final termination date of May 4, 2025.
- 3.04 Commencement of Rents, Fees and Other Charges
The rents, fees, and other charges due hereunder will commence on the Effective Date and will continue throughout the Term of this Agreement unless this Agreement is terminated earlier as provided for herein.

3.05 Termination

This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any rents, fees, or other charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) days.

ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS

4.01 Authorization

Company is authorized to operate a Peer-to-Peer Vehicle Sharing Concession under the trade name Turo to enable Owners to deliver Vehicles to Airport Customers at Airport or pick up Airport Customers at Airport. Company will inform Owners of the terms and conditions of this Agreement and ensure Owners operate on public roadways and in Authority Designated Areas on Airport property to pick up or drop off Owner's Vehicle(s) or Airport Customers all in accordance with Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any Federal, State or local laws, rules or regulations.

4.02 Company Website

Company agrees that within 30 calendar days of the Effective Date of this Agreement, Company will update its website and communications, in conjunction with Authority, to include details surrounding the Designated Areas and Permitted Uses approved by the Authority.

4.03 Permitted Uses

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

4.04 Owner Requirements

- A. Company must conduct its trust and safety screenings on all of the Owners that will engage in Peer-to-Peer Vehicle Sharing at the Airport. If an Owner is flagged for potential fraudulent or criminal activity, then Company's trust and safety team will perform a criminal background search and public records search and lock down the Owner's account until the Owner clears the background check.
- B. Company will evaluate the safety of vehicles used by Owners by checking VINs for safety recalls and determining whether the title is branded.

4.05 Representative of Company

Prior to execution of this Agreement, Company will provide Authority with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Company in matters pertaining to its business and operation under this Agreement. Company will notify Authority, in writing, if such person changes or if such person's required information changes. If the qualified representative changes, Company will provide Authority with the required information for the new qualified representative.

4.06 Company's Agent for Service of Process

Prior to execution of this Agreement, Company will provide Authority with the name and address of Company's Agent for Service of Process. Company will notify Authority, in writing, if such Agent for Service of Process changes or if their information changes.

4.07 Owner Vehicle Use

Company agrees that it will at all times require that Owners comply with Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives. Authority, in its sole discretion, may temporarily or permanently suspend an Owner from Airport property for violations of Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, provided Company is afforded ten (10) calendar days to cure any such violation(s). Owners may only offer for use the vehicle types listed in Section 2.11 above, unless approved in writing by the Authority prior to a Reservation.

4.08 Vehicle Condition

Vehicles will be clean and neat in appearance, and safe for operation. Company agrees that it will require Owners to comply with Florida motor vehicle laws, by Company policy.

4.09 Vehicle Inspection

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

4.10 Identification of Vehicle

Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.

4.11 Disputes and Solicitation

Company and Owners will operate on the Airport in a safe and orderly fashion. Other than picking up or dropping-off Vehicles, Owners shall not solicit business while on Airport property in any way or fashion whatsoever. Owners also shall not engage in open or public disputes or conflicts that are incompatible with the best interests of the public at the Airport. Should Authority be made aware of Owners violating either of these prohibitions, or any other prohibition set forth in this Agreement, Authority will notify Company of the same and will expect Company to take any and all appropriate actions against the subject

Owner(s). Company shall at all times be responsible for taking action against subject Owner(s) by the end of the business day following notice being provided by Authority, irrespective of whether the Owner is an employee, independent contractor, licensee, subcontractor, or sublessee, or has any arrangement whereby the Owner is authorized by Company to share its Vehicle(s) via Company's Reservation platform on Airport property. Authority will have the absolute right to resolve all such disputes or conflicts, and its determination concerning the manner in which Company will operate at the Airport will be binding upon Company.

4.12 Non-Exclusive Agreement

It is understood that this Agreement, and any right or privilege granted herein, is non-exclusive and in no way establishes or vests in Company any priority use of the Airport relative to other commercial ground transportation users of the Airport.

4.13 Agreement Limitations

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

4.14 Designated Areas

Authority grants to Company the right to allow Owners to use the Designated Areas as shown on Exhibit C, which is attached hereto and incorporated herein, to pick up or drop off Vehicles or Airport Customers. Any revisions to Exhibit C will be made by letter from Authority Vice President of Concessions and Commercial Parking, or designee, to Company without the need for formal amendment to this Agreement. Company's rights to use the Designated Areas will be on a non-exclusive basis at all times. Owners and Airport Customers will (a) use the Economy Parking Garage in the same manner as any other customer of the Airport and will drop off and pick up Vehicles in the Economy Parking Garage and be responsible for any applicable parking fees, or (b) conduct in-person hand to hand Vehicle drop off and pick up at the Rental Car Center (RCC) curbside for immediate transactions. Authority, in its sole discretion, may change the location, size, or configuration of Designated Areas at any time so long as Owners and Airport Customers still have access to a comparable parking garage, and Owners will still have access to deliver Vehicles at a location equivalent to the RCC curbside for immediate transactions.

4.15 Designated Areas Compliance

By the last day of the following reporting month, Authority may provide Company a list of Owners' Vehicle license plate numbers which were found outside of the Designated Areas, the dates and times in which they were found outside of the Designated Areas, and any other information, if available, as requested by Company to complete investigations. Upon notice from Authority, Company will investigate potential violations of the Permitted Uses or required uses of the Designated Areas and will confirm such violations to Authority within twenty-eight (28) calendar days of notice. If the Company

does not confirm such potential violations within the required twenty-eight (28) calendar days, Authority will automatically issue infractions for all potential violations that were submitted.

The Authority has final determination in assessing infractions in accordance with the terms and conditions of this Agreement.

4.16 Rights of Ingress and Egress

Owners will have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by Authority or the use of the Airport by its tenants, passengers or employees; (b) shall use Designated Areas to pickup and drop-off Owner Vehicle or Airport Customer, and other areas that may be designated by Authority from time to time; and (c) may be temporarily suspended by Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

4.17 Changes to Airport

Company acknowledges and agrees that: (a) Authority will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Area; and (b) Authority has made no representations, warranties and/or covenants to Company regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Company acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (b) Authority may from time to time adopt Rules and Regulations, Policies, Standard Procedures, and Operating Directives relating to security or other operational matters that may affect Company's business.

4.18 As-Is Condition

Company accepts the Designated Areas and the Airport in their present condition and "as is" without representation or warranty of any kind, and subject to all applicable laws, ordinances, and Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives.

4.19 Reserved

4.20 Prohibited Activities

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

- A. Any method used to circumvent Company's website, mobile application, or other platform;

- B. Allowing operation of an Owner's Vehicle on Airport roadways by an unauthorized person;
- C. Transporting an Airport Customer(s) in an unauthorized Vehicle;
- D. Picking up or dropping-off Vehicle(s) or Airport Customer(s), or their baggage, at any location other than the Designated Areas;
- E. Failing to provide information, or providing false information, to police officers or Authority officials;
- F. Displaying to a police officer or Authority official a Reservation in an altered or fictitious form;
- G. Soliciting Airport Customer(s) on Airport property;
- H. Recirculating on the road in front of the Main Terminal or other non-Designated Areas of the Airport;
- I. Failing to operate a Vehicle in a safe manner;
- J. Failing to comply with posted speed limits and traffic control signs;
- K. Using profane or vulgar language;
- L. Attempting to solicit payment in excess of that authorized by law;
- M. Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- N. Soliciting any activity prohibited by applicable laws, rules, or regulations;
- O. Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- P. Disconnecting any pollution control equipment;
- Q. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;
- R. Operating a Vehicle without proper registration or at any time during which Company's authority to operate on the Airport is suspended or revoked; and
- S. Engaging in any criminal activity.

If an Owner takes any of the prohibited activities listed in Section 4.20 above, Company will take the following actions:

- (i) 1st Offense: Company will give written warning to Owner. Owner will pay Company a monetary fine of \$75, which Company will pay to Authority within 21 business days of receipt from Owner.
- (ii) 2nd Offense: Company will give second written warning to Owner which Owner will be required to acknowledge in writing. Owner will also be restricted from operating at the Airport for 14 calendar days. Owner will further pay Company a monetary fine of \$150, which Company will pay to Authority within 21 business days of receipt from Owner.
- (iii) 3rd Offense: Owner will be restricted from operating at the Airport permanently. Owner will pay Company a monetary fine of \$300, which Company will pay to Authority within 21 business days of receipt from Owner.

ARTICLE 5: FEES AND PAYMENTS

5.01 Consideration

In consideration of the rights granted herein to allow Company to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers or pick up Airport Customers at Airport, beginning on the Effective Date and continuing through the end of the Term of this Agreement, Company will pay to Authority a Privilege Fee as described in Section 5.02 below.

5.02 Privilege Fee

As compensation for the privileges granted by this Agreement, Company agrees to pay Authority a Privilege Fee in an amount equal to eight percent (8%) of Company's Gross Receipts, as defined in Section 5.08 below, derived from Peer-to-Peer Vehicle Sharing Concession.

5.03 Reserved

5.04 Fees and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.05 Delinquent Charges or Fees

Without waiving any other right or action available to Authority, in the event of default of Company's payment of charges or fees hereunder, and in the event Company is delinquent in paying to Authority any such charges or fees for seven (7) calendar days after the Monthly Gross Receipts Statement is due, a sample of which is attached hereto as Exhibit A and by this reference made a part hereof, Authority reserves the right to charge Company a late fee of \$250 per day until such payments are received. Any revisions to Exhibit A will be made by letter from Authority Vice President of Concessions

and Commercial Parking, or designee, to Company without the need for formal amendment to this Agreement.

5.06 Reserved

5.07 Place of Payments

Company will submit all fees, charges and billings required by this Agreement as designated in the Notices and Communications Article.

5.08 Definition of Company's Gross Receipts

A. Amounts to be Included

As used herein, the term "Gross Receipts" will mean the total amount actually charged by Company to its Airport Customers in connection with its Peer-to-Peer Vehicle Sharing Concession, and any additional services or accessories contracted, delivered, or rented, as shown in the Reservation, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the Vehicle is returned. Such revenues shall be included in Gross Receipts. Revenues derived from sources similar but not identical to those described herein will also be included in Gross Receipts unless expressly excluded by this Agreement.

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

B. Amounts to be Excluded and Restrictions on Exclusion

The term "Gross Receipts" will not include:

1. The amounts of any federal, state, or municipal sales taxes separately stated in the Reservation, collected from Airport Customers and that are payable directly to the taxing authority by Company.
2. Any sums received by Company from Airport Customers or insurance carriers for claims or damage to Vehicles or to Company property, or for loss, conversion, or abandonment of such Vehicles. This exclusion does not include any payments by

Airport Customers or insurance companies (actual payment amount(s)-not claim amount(s)) received by Company in lieu of rent for those Vehicles.

3. Any amounts received from Airport Customers or Owners as payment or reimbursement for any red-light tickets, parking tickets, tolls, tows, impound fees, or other fines.
4. Any sums received by reason of Company's disposal of capital assets or trade fixtures.
5. Any discounts separately stated in the Reservation that are granted at the time the Peer-to-Peer Vehicle Sharing transaction commences with an Airport Customer and which are recorded and reported in separately documented accounts from non-excludable discounts. Company forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Company's acceptance of credit cards or other credit arrangements. *No exclusion will be allowed for the portion of retroactive rebates, dividends or refunds to any Airport Customer upon attainment of a specified volume of transactions attributable to revenue or as part of any other marketing plan that does not list the discount in the Reservation at the commencement of the Peer-to-Peer Vehicle Sharing transaction with an Airport Customer.*
6. Airport Customer satisfaction program adjustments applicable to revenues included in Gross Receipts that are subsequently refunded by Company and recorded and reported in a separately documented account from non-excludable adjustments. Company forfeits exclusion of all Airport Customer satisfaction program adjustments in the event otherwise allowable adjustments are commingled with any non-excludable amounts. Non-excludable adjustments are those that affect amounts already excludable from Gross Receipts since this would result in a duplicate deduction from Gross Receipts.
7. Any amounts received by Company from Airport Customers which are fully passed through to Owners without any mark-up or profit to Company for fuel replacement, cancellation fees, inconvenience fees, smoking fees, and cleaning fees. Other similar fees may be added after agreement by the Parties and will be approved in writing by Authority without the need for formal amendment to this Agreement.

C. Losses

It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Company, and Authority is to be paid on Gross Receipts without charge or reduction for costs of such losses or charge-backs. Loss

of Use payments by Airport Customers or insurance companies (actual payment amount(s)) received by Company in lieu of Peer-to-Peer Vehicle Sharing are considered to be included as Gross Receipts.

D. Presentation of Fees and Charges

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

E. Rates and Fees Transparency

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

5.09 Diversion of Gross Receipts

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

5.10 Misrepresentation

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Privilege Fee.

5.11 Monthly Reports

Within fifteen (15) calendar days after the close of each calendar month of the Term of this Agreement, Company will submit to Authority, in a form with detail satisfactory to Authority, as shown as an example on attached Exhibit A, a statement of its Gross Receipts that shows the following:

A. Details of Gross Receipts for the prior calendar month;

- B. Separately identifies any exclusions from Gross Receipts as provided herein to calculate Gross Receipts upon which the Privilege Fee payments to Authority are computed;
- C. Lists the number of Peer-to-Peer Vehicle Sharing transactions with Airport Customers, number of Vehicle use days and average Peer-to-Peer Vehicle Sharing price occurring during the calendar month;
- D. Lists the number of Peer-to-Peer Vehicle Sharing transaction days during the calendar month with Airport Customers; and
- E. Is signed by an authorized official of Company.

At Authority's discretion, Exhibit A may be required in electronic format or utilizing a portal system. In addition, each month Company will provide Authority with an electronic file that details monthly sales information by transaction number, in a form with detail satisfactory to Authority, as shown as an example on attached Exhibit B, Sample Monthly Reservations Information, attached hereto and by this reference made a part hereof. Any revisions to Exhibit B will be made by letter from Authority Vice President of Concessions and Commercial Parking, or designee, to Company without the need for formal amendment to this Agreement. The monthly sales detail presented in Exhibit B must agree with the total amounts reported in Exhibit A.

The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the monthly statements and electronic file required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company shall pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50.00) per report for each calendar day Company is late in submitting all of the monthly information in the formats required by this Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT

6.01 Books and Records

The acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the Term of this Agreement, all books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain electronic records and controls pertaining to each Reservation created online for the Airport. The Reservation will be identified to indicate the Airport location as the originating location. The Company will allow the

Authority or its auditors to view electronic queries of systematic reports to validate all Airport location activity is being properly reported.

6.02 Audit

Within 90 days after the end of each Agreement Year, Company will provide, at its sole cost and expense, an annual audit report of monthly Gross Receipts, as defined herein. The first such annual audit report will cover the period of the Effective Date through the following September 30th. If this initial period is less than 90 calendar days, no annual audit report will be required for the initial period. Each subsequent annual audit report will cover the successive twelve month period. The last such annual audit report will include the last day of operations. The annual audit report will be prepared by an independent certified public accountant, authorized in the State of Florida, and acceptable to Authority. A \$100.00 per calendar day penalty may be assessed by Authority for every day the annual audit report is late.

There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported receipts. The engagement will include a schedule of Gross Receipts and Privilege Fees for each month of Company's operations under this Agreement, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing Standards. In addition, the engagement will also comprehend compliance procedures to determine whether accounting records are being maintained in accordance with this Article. The auditor will report such procedures and findings in a separate letter to Authority. Any change in scope from that described above will be included in the audit report. If Company has paid to Authority an amount greater than Company is required to pay as Privilege Fees for an Agreement Year under the terms hereof, Company will be entitled to a credit which must be used against the next invoice. If Company has paid less than the amount required to be paid as Privilege Fees for an Agreement Year, then Company will pay the difference to Authority within fifteen (15) calendar days from the date of invoice.

Delivery of an audit report finding containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement.

6.03 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

Notwithstanding Company's Certified Statement requirement hereunder, Authority or its representative will be permitted to perform audits, inspections, or attestation engagements of all or selected operations and examine all such books of accounts and records at any time during normal business hours, including all federal and state tax returns relating to Company's operations hereunder and including franchisee/licensee

records and audits of all business transactions and records of sale. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported revenue.

If Company utilizes a computerized accounting system, Authority will be provided downloaded information from the system for the purpose of verifying Gross Receipts. Company agrees that records and instruments will be available to Authority for at least three (3) years after the termination of this Agreement. If the books of accounts and records are kept at locations other than the Airport, Company will provide downloaded information from the system necessary to accomplish the purpose of this Section 6.03 within 30-days of Authority's request. Authority has the right during the engagement to make copies and inspect any and all records upon request.

Company agrees to deliver or provide access to all records requested by Authority's auditors within 30 calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within 7 calendar days of each subsequent request. The Parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Company will pay Authority liquidated damages of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, for every calendar day for each time Company is late in submitting requested records to perform the engagement. Payment will continue until specific performance is accomplished. Payment will not be offset against any other amount due Authority as detailed in this Agreement. In no event shall the liquidated damages set forth in this paragraph exceed \$15,000.00.

If as a result of any engagement it is determined that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest of up to 18% on the amount due from the date the amount was initially due. If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated within the transmittal letter accompanying the engagement results, but no less than fifteen (15) calendar days following issuance of said letter. If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by seven percent (7%) or more for the period under consideration, Authority will be entitled to immediately terminate this Agreement regardless of whether the deficiency is paid.

ARTICLE 7: DEFAULT AND TERMINATION

7.01 Events of Default

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any terms, conditions, or covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon hereunder for a period of ten (10) calendar days after notice of such default to Company.
- C. The conduct of any business or performance of any acts by Company at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) calendar days of receipt by Company of Authority written notice to cease said business or acts.
- D. Company's failure to take action against Owner(s) who conduct any business or perform any acts at the Airport not specifically authorized by this Agreement, after the Authority provided Company with reasonable notice.
- E. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- F. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- G. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

7.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) calendar days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise the following options or remedies, the exercise of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Declare this Agreement to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment or acquiescence. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

7.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

7.04 Company's Remedies

Upon thirty (30) calendar days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience.

ARTICLE 8: INDEMNIFICATION

Company shall release, defend, indemnify, and hold harmless the Authority, its Board members, officers, agents, officials, and employees from all third-party claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including but not limited to, loss of or damage to property, or injuries to or death of any persons, including property and worker's compensation claims (collectively "Claims"), of or by a third party, in any way resulting from, or arising out of, directly or indirectly, Company's operations in connection with this Agreement or Company's use or occupancy of any portion of the Airport. This includes acts and omissions of Company, its officers, employees, Owners, officials, representatives, suppliers, invitees, contractors, subcontractors, and agents of Company, provided that Company need not defend, release, indemnify, or hold harmless the Authority, its officers, officials, agents, and employees from damages resulting from the sole negligence or willful misconduct of the Authority's officers, officials, agents, representatives, suppliers, invitees, contractors, subcontractors and employees. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Company hereunder.

In addition to the requirements stated above, to the extent required by Florida Department of Transportation ("FDOT") Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers, as described in this Article, is fully and finally barred by the applicable statute of limitations or repose.

Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

If the above paragraphs or any part of the paragraphs are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 9: INSURANCE

9.01 Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by Company throughout the Term of this Agreement. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability, will provide that Authority is an additional insured.

9.02 Limits and Requirements

A. Business Auto Liability

Coverage shall be on a form no more restrictive than ISO Form CA 00 01. The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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The Company will cover the Authority as an insured, on a primary, non-contributory basis, during every period of any transaction originating, transitioning, or terminating on Authority property.

B. Commercial General Liability

Coverage shall be on a form no more restrictive than ISO Form CG 00 01. Additional insured coverage shall be on forms no more restrictive than ISO Form CG 20 10 10 01. The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Workers' Compensation/Employer's Liability

Intentionally left blank.

D. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, waives all rights against Authority, members of Authority's governing body and Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

9.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended from time to time. Authority shall be individually listed and endorsed as an Additional insured on all policies as follows "Hillsborough County Aviation Authority, members of Authority's governing body and Authority's officers, volunteers and employees". All insurance policies shall be primary and noncontributory to the benefit of Authority.

ARTICLE 10: SECURITY FOR PAYMENT

10.01 Security Options

To secure payment for rents, fees, charges, and payments required hereunder, Company will comply with one (1) of the following two (2) options prior to commencing operations hereunder and maintain such security in effect during the Term of this Agreement:

A. Company will post with Authority a separate surety bond to be maintained throughout the Term of this Agreement in an amount equal to the estimate of three (3) months' fees and charges payable to Authority hereunder. Such bond will be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida and will be in a form and content satisfactory to Authority; or

B. Company will deliver to Authority a separate irrevocable letter of credit drawn in favor of Authority upon a bank that is satisfactory to Authority and that is authorized to do business in the State of Florida. Said irrevocable letter of credit will be in a form and content satisfactory to Authority and shall be in an amount equal to the estimate of three (3) month's fees and charges payable to Authority hereunder.

Ninety (90) days prior to the annual anniversary of the Agreement, the security payment will be reviewed and adjusted to ensure an estimate of three (3) months' fees and charges is maintained.

Each time the surety bond or letter of credit expires, it will be renewed at the amount equal to the sum of the Company's fees and charges for a period of three (3) months then in effect. Company will provide the Authority with written notice and accompanying documentation of the renewed or replaced payment and performance security no later than sixty (60) days prior to the date of expiration.

Nothing in this Section will prevent Authority from requiring such additional payment and performance security as it deems required to adequately protect Authority's interests.

10.02 In the event Company fails to perform the payment terms and conditions of this Agreement, Authority, in addition to any other rights and remedies available to Authority at law or in equity, may at any time apply the security or any part thereof toward the payment of Company's obligations under this Agreement. In such an event, within five (5) days after notice, Company will restore the security to its original amount. Authority will not be required to pay Company any interest on the security. Authority's Chief Executive Officer or designee, upon fourteen (14) days' written notice to Company, may require an increase in the amount of the security payment equal to no more than three (3) additional months' fees and charges because of increased obligations hereunder, or, if upon a review of Company's payment or performance history at the Airport, Authority determines an increase is required.

If Company fails to obtain and keep in force such security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

10.03 Satisfactory Performance

Any release of liability of the security required pursuant to this Article will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Term of this Agreement and will continue for one year thereafter. Notwithstanding the above, security pursuant to the above section shall at all times be current. Upon termination of this Agreement, the release of liability of the security will not occur until Authority has accepted the findings of the Certified Statement in the Accounting, Records and Audit Article hereof or successfully conducted an audit in accordance with the Accounting, Records and Audit Article hereof and Company has paid Authority all amounts due and owing in full. Upon (1) Authority's acceptance of the findings of a Certified Statement or successful completion of an audit, (2) the determination that no outstanding fees or charges greater than the security are due and owing, (3) Company's submittal of all required reports, and (4) Company not otherwise being in breach of this Agreement, Authority shall return the security to Company in full, or less any amounts the Certified Statement or Authority audit determines are due and owing.

ARTICLE 11: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, Owners, or those under its control will at all times comply with applicable Federal, State, and local laws and regulations, as amended, as well as Airport Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority, including, but not limited to, permitted and restricted

activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government, including, but not limited to, the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and shall reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days of written notice.

ARTICLE 12: NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 13: RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company and its subcontractors and without interference or hindrance from Company or its subcontractors.

ARTICLE 14: AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, "Florida Accessibility Code for Building Construction"; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 15: NON-DISCRIMINATION

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

15.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

15.02 Civil Rights

Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et. seq.).
- 15.03 In all solicitations either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
- 15.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 15.05 In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 15.06 Company will include the provisions of Paragraphs 15.01 through 15.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto; provided, however, that these provisions shall not be required in contracts with Owners or Airport Customers. Company will take such action with respect to any subcontract or

procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

- 15.07 Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 16: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement, without the prior written consent of Authority which consent shall not be unreasonably withheld, except in connection with a merger (including a reincorporation merger), consolidation, reorganization, stock sale or exchange, sale of all or substantially all of Company's assets, or a similar transaction such as an initial public offering provided the Company provides assurance to Authority that the entity assuming the Agreement's obligations is financially viable and legally competent to do so. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority. Company's agreements with Owners shall not be subject to this Article 16.

ARTICLE 17: CORPORATE TENANCY

If Company is a corporation, the undersigned officer of Company hereby warrants and certifies to Authority that Company is a corporation in good standing, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature below.

ARTICLE 18: WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 19: VENUE

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 20: COMPLIANCE WITH PUBLIC RECORDS LAW

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA, FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated in this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 21: DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of performing under this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 22: AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Agreement or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served and submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida.

ARTICLE 23: INVALIDITY OF CLAUSES

The invalidity of any part, portion, Article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, sentence, Article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 24: NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622-2287

Attn: Chief Executive Officer
OR

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Drive
Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

TO COMPANY:
(MAIL DELIVERY)

Turo Inc.
111 Sutter Street, 12th Floor
San Francisco, CA 94104
Attn: Legal
legal@turo.com

OR

(HAND DELIVERY)

Turo Inc.
111 Sutter Street, 12th Floor
San Francisco, CA 94104
Attn: Legal

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 25: HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 26: RELATIONSHIP OF THE PARTIES

Company and Owners are and will be deemed to be independent contractors and operators responsible to all parties for their respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 27: MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

ARTICLE 28: AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that Authority Chief Executive Officer or designee is hereby empowered to act on behalf of Authority.

ARTICLE 29: CONTRACT MADE IN FLORIDA

This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

ARTICLE 30: SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, 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, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 31: SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 32: SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

ARTICLE 33: RIGHT TO AMEND

In the event that the United States Government including, but not limited to, the FAA and TSA, or their successors, FDOT, or its successors, or any other governmental agency requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 34: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities.

ARTICLE 35: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 36: COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 5th day of May, 2022

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

Address: PO Box 22287
Tampa, FL 33622

BY:

Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

WITNESS:

Signature

Printed Name

LEGAL FORM APPROVED:

BY:



David Scott Knight
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, of this ___ day of May, 2022 by Gary W. Harrod, as Chairman for the Board of Directors and, Jane Castor, as Secretary for the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida.

Stamp or Seal of Notary

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced

TURO INC.

Signed in the Presence of:

BY: *Alex Benn*
Signature

Witness

President
Title

Printed Name

Alex Benn
Printed Name

Witness

111 Sutter Street, 12th Floor
Printed Address

Printed Name

San Francisco, CA 94104
City/State/Zip

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this _____ day of _____, 2022, by [NAME], [TITLE] for TURO INC.

Stamp or Seal of Notary

Signature of Notary Public

Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A
Monthly Gross Receipts Statement

Company Name: _____

Monthly Reporting Form For The Month Of: _____

Statement of Gross Receipts and Fees due to Hillsborough County Aviation Authority as required by Article 5.11

RECEIPTS [PER ARTICLE 5.08(A)]:

VEHICLE SHARING USE CHARGE	\$0.00	
ADDITIONAL TIME	\$0.00	
INSURANCE	\$0.00	
PREPAID MILAGE OVERAGE	\$0.00	
PREPAID CLEANING/FUEL	\$0.00	
PETS	\$0.00	
ADDITIONAL BOOKINGS	\$0.00	
LATE/CANCELLATION	\$0.00	
DELIVERY/PICK UP	\$0.00	
ADMINISTRATIVE & OTHER INCIDENTALS	\$0.00	
UNDER 25 AND ADDITIONAL DRIVER	\$0.00	
FUEL	\$0.00	
EXTRAS/OTHER REVENUE (describe)	\$0.00	
EXTRAS/OTHER REVENUE (describe)	\$0.00	
EXTRAS/OTHER REVENUE (describe)	\$0.00	
EXTRAS/OTHER REVENUE (describe)	\$0.00	
SALES TAXES	\$0.00	
TOTAL RECEIPTS		\$0.00

DEDUCTIONS:

Less: Exclusions [PER ARTICLE 5.08(B)]:

Taxes	(\$0.00)
Insurance Damage Claim Payments	(\$0.00)
Tolls/Tickets	(\$0.00)
Fines and Penalties	(\$0.00)
Discounts	(\$0.00)
Customer Satisfaction Discounts	(\$0.00)
Exclusions PER ARTICLE 5.08B(7)	
Fuel Replacement	(\$0.00)
Cancellations	(\$0.00)
Inconvenience	(\$0.00)
Smoking	(\$0.00)
Cleaning	(\$0.00)

TOTAL DEDUCTIONS (\$0.00)

GROSS RECEIPTS SUBJECT TO PRIVILEGE FEE \$0.00

Privilege Fee Rate: 8% of Gross Receipts x8%

Payment Due With This Report: \$0.00

Number of Vehicle sharing uses: _____

Number of Vehicle sharing use days: _____

Average Vehicle sharing use rate: _____

TOTAL DUE WITH THIS REPORT:

8% = \$0.00

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

Name of Company Official (Printed)

Title of Company Official

Phone Number

E-Mail Address:

Signature

Date

Exhibit C
DESIGNATED AREAS

