

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR OFF-AIRPORT  
RENTAL CAR CONCESSION

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY: CJB ENTERPRISES, INC.  
D/B/A CARL'S VAN RENTALS

Term Date:

October 1, 2017 through September 30, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	RECITALS.....	2
2.	DEFINITIONS.....	2
3.	TERM.....	3
4.	USES, PRIVILEGES, AND RESTRICTIONS .....	4
5	FEEES AND PAYMENTS.....	5
6.	ACCOUNTING, RECORDS, AND AUDIT .....	10
7.	DEFAULT AND TERMINATION RIGHTS .....	13
8.	INDEMNIFICATION .....	15
9.	INSURANCE .....	15
10.	SECURITY FOR PAYMENT .....	17
11.	COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES .....	18
12.	NON-EXCLUSIVE RIGHTS.....	18
13.	RIGHT TO DEVELOPMENT AIRPORT .....	18
14.	AMERICANS WITH DISABILITIES ACT .....	18
15.	NON-DISCRIMINATION/AFFIRMATIVE ACTION .....	19
16.	ASSIGNMENT.....	22
17.	CORPORATE TENANCY.....	23
18.	WAIVER OF CLAIMS .....	23
19.	APPLICABLE LAW AND VENUE.....	23
20.	ATTORNEYS' FEES AND COSTS .....	23
21.	COMPLIANCE WITH PUBLIC RECORDS LAW .....	23

22.	AGENT FOR SERVICE OF PROCESS .....	24
23.	INVALIDITY OF CLAUSES .....	24
24.	NOTICES AND COMMUNICATIONS .....	24
25.	HEADINGS.....	25
26.	RELATIONSHIP OF THE PARTIES.....	25
27.	MISCELLANEOUS.....	25
28.	AUTHORITY APPROVALS .....	25
29.	TIME IS OF THE ESSENCE .....	26
30.	COMPLETE AGREEMENT .....	26

EXHIBITS

EXHIBIT A	MONTHLY GROSS RECEIPTS STATEMENT
EXHIBIT B	MONTHLY DETAIL SALES INFORMATION
EXHIBIT C	NON-AIRPORT CUSTOMER AFFIRMATION FORM

**HILLSBOROUGH COUNTY AVIATION AUTHORITY  
USE AND PERMIT AGREEMENT FOR OFF-AIRPORT RENTAL CAR CONCESSION**

This Use and Permit Agreement for Off-Airport Rental Car Concession ("Agreement") is made and entered into this 7<sup>th</sup> day of September, 2017 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida ("Authority"), and CJB ENTERPRISES, INC., D/B/A CARL'S VAN RENTALS, a corporation organized and existing under the laws of the State of Florida and authorized to conduct business in the State of Florida ("Company") (individually and collectively "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's jurisdiction; and

WHEREAS, Company operates a rental vehicle business located off-Airport property; and

WHEREAS, Company has filed with Authority a completed application requesting authorization for a permit to do business at the Airport, arranging access to the Airport, and providing transportation of Airport customers to Company's off-airport location.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with the Rules and Regulations, Policies, Standard Procedures and Operating Directives of Authority and 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 issue a permit to Company, and 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 the Rules and Regulations and Operating Directives of the Authority 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 arrives at the Airport by aircraft and who enters into a vehicle rental agreement with Company no more than 24 hours after such arrival and uses Company's Courtesy Vehicle for transportation to or from Company's off-airport facilities. For the purpose of this Agreement, all of Company's customers shall be considered Airport Customers except those customers who sign a written statement provided to Company stating that such customer (a) did not arrive at the Airport within 24 hours; and/or (b) did not use Company's Courtesy Vehicle for transportation to or from the Company's off-airport facilities. Such statement is provided for in Exhibit C, entitled "Non-Airport Customer Affirmation Form", which is attached hereto and incorporated herein by reference.

### 2.02 Agreement Year

The period beginning on the Commencement Date and continuing through September 30, 2020.

### 2.03 Courtesy Vehicle

Any prearranged transportation provided by Company for its Airport Customers. A Courtesy Vehicle does not include any taxi, limousine, or private vehicle that transports an Airport Customer when such transportation was not prearranged by Company.

### 2.04 Off-Airport Rental Car Operator

A company engaged in the primary business of operating vehicle rental facilities which are located off the Airport property and providing transportation to and from the Airport.

### 2.05 Per-Trip Fee

The fee established by Authority Board of Directors (Board) for each trip by a Courtesy Vehicle, as may be adjusted from time to time by the Authority Board. The Per-Trip Fee will apply once each time the Courtesy Vehicle enters the Airport property and picks up one or more Airport Customers.

2.06 Rental Agreement

The sequentially numbered document opened at the initiation of a vehicle rental transaction by the Airport Customer that includes the total amount actually charged by Company as noted on the document when the vehicle is returned by the Airport Customer.

2.07 Tour Contract or Tour Agreement

The agreement established by Company with a third party travel agency or promoter for the purpose of providing rentals to tour customers of the third party travel agency or promoter.

2.08 Tour Voucher

The document sold by Company to a third party travel agency or promoter for inclusion in travel promotions or packages sold or distributed to tour customers of the third party travel agency or promoter affording the tour customer prepaid vehicle time and mileage and/or other Company charges.

2.09 Transportation Facility Charge (TFC)

A per rental car transaction day (i.e. each 24 hour period) contract fee payable by Airport Customers, accounted for, and remitted by Company to Authority, whether collected or not, as established by Authority. Actual TFC revenues received by Authority will be used by Authority each Agreement year to pay for items including but not limited to, Automated People Mover (APM) expenses, operating and maintenance costs, debt service, operating and maintenance expense reserve, and future costs associated with the Consolidated Rental Car (ConRAC) Facility capital reserve fund.

### ARTICLE 3: TERM

3.01 Effective Date

This Agreement **will** become binding and effective upon execution by Company and approval and execution by Authority.

3.02 Term

The term of this Agreement will commence on October 1, 2017 ("Commencement Date") and will continue through September 30, 2020, unless terminated earlier as provided herein.

3.03 Commencement of Rents, Fees and Other Charges

The rents, fees and other charges due hereunder **will** commence on the Commencement Date and will continue throughout the term of this Agreement unless this Agreement is terminated as provided in this Article.

3.04 Termination

This Agreement may be terminated by Authority, with or without cause, upon 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 30 days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 30 calendar days from the date of the notice or such date set forth in the notice of termination if greater than 30 days.

#### **ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS**

##### **4.01 Authorization**

Company is authorized to do business at the Airport as an Off-Airport Rental Car Operator under the trade name CJB Enterprises, Inc., d/b/a Carl's Van Rentals and to arrange for or operate Company's own Courtesy Vehicles on public roadways on Airport property by the route authorized by Authority to pick up and drop off Airport Customers, all in accordance with the Rules and Regulations and Operating Directives of Authority.

##### **4.02 Courtesy Vehicle Use**

Company agrees it will provide pickup service only to its Airport Customers. Company's own Courtesy Vehicles are expressly prohibited from transporting customers and their guests for any reason other than to transport them to Company's off-airport facilities for the sole purpose of entering into a vehicle Rental Agreement with Company. Company will at all times require its Courtesy Vehicles and drivers to comply with Authority's Rules and Regulations and Operating Directives.

##### **4.03 Courtesy Vehicle Inspection**

Every Courtesy Vehicle operating under this Agreement may at any time be subject to inspection and approval by Authority as to size, engine exhaust, radio communication, passenger access, registration, the vehicle operators driver's license, license tag and Courtesy Vehicle permit, and other matters pertaining to the efficient, safe operation of the Courtesy Vehicle at the Airport.

##### **4.04 Courtesy Vehicle Identification**

Courtesy Vehicles will not be painted or display signs intended to solicit business on the Airport. Courtesy Vehicles will display the Courtesy Vehicle permit and will be identified by the name CJB Enterprises, Inc., d/b/a Carl's Van Rentals or the logo of CJB Enterprises, Inc., d/b/a Carl's Van Rentals, or both, and may include Company's telephone numbers, website, and address.

##### **4.05 Disputes and Solicitation**

Company will operate on the Airport in a safe and orderly fashion. Company will not allow its agents or employees to solicit business on the Airport in any way or fashion whatsoever. Company will not allow its agents or employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. Authority will have the right to resolve all such

disputes or conflicts, and its determination concerning the manner in which Company will operate shall be binding upon Company.

4.06 Non-Exclusive Agreement

It is understood that this Agreement, and any right or privilege granted thereby, is non-exclusive and in no way establishes or vests in Company any priority use of the Airport relative to other commercial users of the Airport, nor does it restrict Authority from assigning exclusive or priority uses of Airport to others.

4.07 Agreement Limitations

This Agreement authorizes Company to pick up and discharge its Airport Customers at the Airport and to enjoy the benefits derived from the use of the Airport in the operation of Company's off-airport rental vehicle business. Company will not operate an office or conduct any other kind of vehicle rental operations, or any other business, on the Airport without approval of the Authority.

## ARTICLE 5: FEES AND PAYMENTS

5.01 Privilege Fee

During the term of this Agreement, Company will pay to Authority a privilege fee for the privilege of using the Airport and the business it derives therefrom. The privilege fee will be in the amount of eight and one half percent (8.5%) of Company's Gross Receipts, as that term is defined in this Article, payable monthly within ten (10) calendar days after the close of each calendar month, without offset or demand ("Privilege Fee"). Pursuant to Authority Policy P822, the Privilege Fee will increase to nine percent (9%) of Company's Gross Receipts when the on-airport rental car companies being paying 10% of Gross Receipts upon opening of the new rental car center to the public.

5.02 Courtesy Vehicle Permit Fee

In addition to the Privilege Fee, Company will pay, in advance, a non-refundable annual permit fee for each Courtesy Vehicle authorized pursuant to this Agreement ("Permit Fee"). This non-refundable Permit Fee shall be reduced on a pro rata basis for any permit granted for a period of less than one year.

5.03 Transportation Facility Charge (TFC)

Company acknowledges that Authority has implemented a Transportation Facility Charge (TFC) as set forth in Article 2.09 above. The TFC may be adjusted by the Board from time to time and Company will receive written notice from Authority 30 days prior to any such adjustment.

5.04 Per-Trip Fee

Company acknowledges Authority intends to install a new Automatic Vehicle Identification (AVI) system which will provide Authority the ability to charge Courtesy Vehicle Per-Trip Fees. Company agrees that it will not oppose Authority efforts in installing and/or activating the new AVI system. Company further agrees to cooperate with Authority in establishing AVI system procedures. At the time this new



AVI system is installed, and continuing for the remainder of the term of this Agreement thereafter, Company will pay to Authority, in addition to the Privilege Fee described in Article 5.01 above, a Per-Trip Fee each time a Courtesy Vehicle picks up an Airport Customer on Airport property. Simultaneously with this change, the Courtesy Vehicle Permit Fee described in Article 5.02 above will no longer be valid.

During the term of this Agreement, Company will pay to Authority a Per-Trip Fee of \$2.50 during the first Agreement Year; \$3.50 during the second Agreement Year; and \$4.50 during the third Agreement Year.

Within fifteen (15) days from the date of invoice, Company will pay the product of the following: (i) the number of trips conducted by Courtesy Vehicles in one (1) calendar month, and (ii) the Per-Trip Fee then in effect (hereinafter referred to as "the Monthly Fee"), without offset or demand.

5.05 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.

5.06 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 a period of seven (7) calendar days after Authority's receipt of the "Monthly Gross Receipts Statement", 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.

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 Airport 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 transported by a Courtesy Vehicle for or in connection with the rental of a vehicle and any additional services or accessories contracted, delivered, or rented, as shown on the Rental Agreement, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the vehicle is returned. Unless revenues from Company's off-airport vehicle rental business are expressly and particularly excluded from Gross Receipts under this Agreement, 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. Notwithstanding the above, it is presumed that a customer utilizing a Tour Voucher is an Airport Customer transported by a Courtesy Vehicle.

1. Gross Receipts will include, but are not limited to, time and mileage charges, liability damage waiver, collision damage waiver, personal accident insurance, any other insurance product, child restraints, drop charges, additional driver fees, underage or overage driver fees, global positioning system navigation devices, guaranteed reservations, toll transponder fees, any amounts billed and paid for fueling and refueling services by the customer named on the Rental Agreement as the driver of the vehicle, and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from or incidental to Company's off-airport vehicle rental business 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 on the Rental Agreement, collected from Airport Customers of Company, and that are payable directly to the taxing authority by Company. The \$2.00 per day Florida surcharge is also excludable. *No exclusion will be allowed for taxes levied on Company's activities, facilities, equipment, or real or personal property, payroll taxes, income taxes, taxes on frequent flyer miles paid directly to an airline, license or tag fees, or other charges that recoup operating costs.*
2. Any sums received by Company from Airport Customers or insurance carriers for damage to automobiles or to Company property, or for loss, conversion, or abandonment of such automobiles. 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 sums received by reason of Company's disposal of capital assets or trade fixtures.
4. Any discounts separately stated on the Rental Agreement that are granted at the time the rental transaction commences and 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 rentals attributable to revenue or as part of any other marketing plan that does not list the discount on the Rental Agreement at the commencement of the rental transaction.*

5. 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.

#### 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 losses. Loss of Use payments, as provided above in Article 5.08, by Airport Customers or insurance companies (actual payment amount(s)) received by Company in lieu of rent for those vehicles is 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. 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 of vehicle rental, and will be included in the calculation of Gross Receipts.

#### E. Exempt Airport Business

Authority recognizes that a portion of Company's business may be from non-Airport Customers. For ease of accounting to the Authority, Company may account for and report this non-airport business in **one** of two ways as follows:

1. It may be assumed that ninety-five percent (95%) of the business of Company is generated by Airport Customers. Using that assumption,

Company may reduce its Gross Receipts, as defined above, by five percent (5%) in the calculation of the Privilege Fee payable to the Authority. In the event of unexpected circumstances, and with Authority approval, Company may declare a larger portion of its business as having been generated by other than Airport Customers by providing Authority with auditable proof in a format previously approved in writing by Authority.

OR

2. An approved format of auditable proof, such as that represented in Exhibit C, will be the completion of a questionnaire provided by Company wherein Company's Airport Customers will be asked on which airline the Airport Customer arrived and which type of transportation service was utilized to reach Company's location. Customer will not be considered an Airport Customer if: a) did not arrive at the Airport within 24 hours; and/or (b) did not use Company's Courtesy Vehicle for transportation to or from the Company's off-airport facilities. Such non-Airport Customer must sign a statement on the Rental Agreement that states, "Under penalty of perjury, I hereby certify that I did not use Tampa International Airport nor did I utilize a Courtesy Vehicle during the time I rented my vehicle". Notwithstanding the above, there is a presumption that a customer utilizing a Tour Voucher is an Airport Customer who utilized a Courtesy Vehicle. Any customer of Company not meeting the requirements stated above shall be considered an Airport Customer under the terms of this Agreement.

**Company will select only one method of claiming and reporting exemptions as provided for above and such chosen method shall remain in place, without change, during the term of the Agreement. Company will advise Authority in writing as to the selected method contemporaneously with the submission of Company's first monthly report under this Agreement.**

5.09 Diversion of Gross Receipts

Company will not intentionally divert, through direct or indirect means, any of Company's vehicle rental or related 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 ten (10) 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 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 rental transactions, rental transaction days and average rental price occurring during the calendar month;
- D. Lists the number of rental transaction days and calculation of the TFC occurring during the calendar month; and
- E. Is signed by an authorized official of Company.

At the 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, as outlined in Exhibit B, "Monthly Detail Sales Information", attached hereto and by this reference made a part hereof. 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 records and controls pertaining to each Rental Agreement written at the Tampa off-Airport location. The Rental Agreement will be identified to indicate the Tampa off-Airport location as the originating location. All Rental Agreement forms used by Company in its Tampa off-Airport operation shall be sequentially numbered, in a numbering series exclusively for its Tampa off-Airport location. In the event the Company does not maintain exclusive sequential numbering for Rental Agreements commencing at the Tampa off-Airport location, the Company agrees to provide copies of Rental Agreements from other rental locations included in the nonexclusive sequence to Authority or its auditors for the purposes of testing reporting completeness. Accounting records of Company shall be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

Accounting for Tour Vouchers must specifically detail charges related to a reduced rental vehicle charge and related sales tax for the period of the tour from other services or additional days rented.

#### 6.02 Audit

Within ninety (90) days after the end of each Agreement Year, Company will provide, at its sole cost and expense, an audit report by an independent certified public accountant, licensed in the State of Florida and acceptable to Authority, of monthly Gross Receipts and Monthly Fees, as defined herein. The audit report will cover the period of October 1<sup>st</sup> through September 30<sup>th</sup>. The audit report will include the last day of operations. A \$100.00 per calendar day penalty may be assessed by Authority for every day the audit report is late.

There may be no limitation on the scope of the examination that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported receipts. The examination will include a Schedule of Gross Receipts, Privilege Fees, and Monthly 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 auditor will consider, in determining scope, the appropriateness of classification of car rental receipts for Rental Agreements being written at remote Airport or Company locations that fall within the definition of Gross Receipts. The examination will be conducted in accordance with Generally Accepted Auditing Standards. In addition, the examination will also review 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 report. Any additional fees are due with the audit report. If the fees were overstated and the authority issues a credit invoice, such credit invoice must be taken against the next invoice billed. 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, or 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 audit 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 at any business locations of Company within three (3) miles of the Airport boundary. There may be no limitation in the scope of the engagement that would hinder the Authority in testing the accuracy and completeness of the reported revenue.

If Company utilizes a computerized accounting system, Authority will be allowed to download 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 five years after the termination of this Agreement. If the books of accounts and records are kept at locations other than the Airport, Authority will have the option to have said books and records brought to a location convenient to Authority's auditors to conduct the engagement as set forth in this Article or to transport Authority's audit team to Company's headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority's team. Authority has the right during the engagement to interview Company's employees and make photocopies and inspect any and all records upon request.

Company agrees to deliver or provide access to all records requested by Authority's auditors within 14 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 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.

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 the Authority may assess interest of up to 18% on the amount due from the date the amount was initially due.

If, as a result of any engagement, it is established that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest up to the Default Rate 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. Any additional payments due will be paid by Company to Authority and the Authority may assess interest at the Default Rate on the amount due from the date the amount was initially due. All payments will be due on the date stated within the transmittal letter accompanying the engagement results, but no less than fifteen (15) 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 terminate this Agreement for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid.

## **ARTICLE 7: DEFAULT AND TERMINATION RIGHTS**

### **7.01 Events of Default**

The following events will be deemed events of default by Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. 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.



F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

7.02 Authority's Remedies

In the event of any of the foregoing events of default, Authority, at its election, may exercise the following option, the exercise of which will not be deemed to preclude the exercise of any other remedy otherwise provided by statute or general law: 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.

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 or until this Agreement is canceled by Company.

7.04 Company's Remedies

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 30 days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 30 calendar days from the date of the notice or such date set forth in the notice of termination if greater than 30 days.

## ARTICLE 8: INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its Board Members, agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operations of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, its Board members, agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorneys' fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article will survive the termination of this Agreement. Compliance with insurance requirements under this Agreement will not relieve Company of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

## 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
---	-------------

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 Forms 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

The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	Florida Statutory
Part Two: (Employer's Liability)	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

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 the Authority, members of Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the 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.

**ARTICLE 10: SECURITY FOR PAYMENT**

10.01 Security Options

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

- A. Company shall post with Authority cash to be maintained throughout the term of this Agreement in an amount equal to the fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater.
- B. Company will post with Authority a separate surety bond to be maintained throughout the term of this Agreement in an amount equal to the fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater. 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
- C. 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 fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater.

10.02 In the event Company falls 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 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.

10.03 Satisfactory Performance

Any release of liability of the surety bond or irrevocable letter of credit 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 surety bond or irrevocable letter of credit will not occur until Authority has accepted the findings of the audit 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.

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

Company, its officers, employees, agents, subcontractors, or those under its control will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, Policies, 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 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 ten days of written notice.

#### **ARTICLE 12: NON-EXCLUSIVE RIGHTS**

This Agreement shall 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 or its subcontractors and without interference or hindrance.

#### **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; the Florida

Building Code; 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 / AFFRIMATIVE ACTION**

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment; or
- C. Any other action determined to be appropriate by Authority or the FAA.

#### **14.01 CIVIL RIGHTS – GENERAL - 49 USC § 47123**

- A. Company agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. Duration:
  - (1) This provision binds Company from the effective date through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  - (2) This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases the provision obligates Company or any transferee for the longer of the following periods:
    - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    - (b) The period during which Authority or any transferee retains ownership or possession of the property.

#### **14.02 CIVIL RIGHTS – TITLE VI ASSURANCES**

- A. Compliance with Nondiscrimination Requirements:  
During the performance of this Agreement, Company, for itself, its assignees, and successors in interest, subcontractors, and consultants agrees as follows:

- (1) **Compliance with Regulations:** Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- (2) **Non-discrimination:** Company, with regard to the work performed by it during 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 this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Company's noncompliance with the Non-Discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take 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, that if Company becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Authorities**

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:

- (1) 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);
- (2) 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);
- (3) 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);
- (4) 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;
- (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (6) 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);
- (7) 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);



- (8) 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;
- (9) 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);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (11) 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
- (12) 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).

C. Duration:

Company must comply with this Article during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates the Company for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Authority retains ownership or possession of the property.

**ARTICLE 16: ASSIGNMENT**

Company will not assign this Agreement without the prior written consent of Authority.

## **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, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

## **ARTICLE 18: WAIVER OF CLAIMS**

Company hereby waives any claim against 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 hereof, 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: APPLICABLE LAW AND VENUE**

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

## **ARTICLE 20: ATTORNEYS' FEES AND COSTS**

In the event legal action is required by Authority to enforce this Agreement, Authority will be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

## **ARTICLE 21: 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](mailto: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 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 registered mailing of such Complaint and process to Company at the address set out hereinafter in this Agreement and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process as so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

#### **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, article, paragraph, provision, or clause thereof, 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 to Authority or Company will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one 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  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**  
(MAIL DELIVERY)  
CJB ENTERPRISES, INC.  
D/B/A CARL'S VAN RENTALS  
ATTN: ERIC LIBBY  
3011 MCCOY ROAD  
ORLANDO, FL 32812

*Or*

*Or*

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY, SUITE 2400  
ADMINISTRATION BUILDING, 2<sup>ND</sup> FLOOR  
TAMPA, FLORIDA 33607  
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)  
SAME AS ABOVE.

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, 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 is and will be deemed to be an independent contractor and operator responsible to all parties for its 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 shall 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: TIME IS OF THE ESSENCE**

Time is of the essence for this Agreement.

**ARTICLE 30: 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 7<sup>th</sup> day of September, 2017

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_

Victor D. Crist, Secretary

Address: PO Box 22287  
Tampa, FL 33622

BY: \_\_\_\_\_

Robert I. Watkins, 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 this 7<sup>th</sup> day of September, 2017 by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and, Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Notary Commission Expires (if not on  
stamp or seal)

**CJB ENTERPRISES, INC.  
D/B/A CARL'S VAN RENTALS**

Signed in the Presence of:

[Signature]

Witness

Jan Bothmann

Printed Name

[Signature]

Witness

John Mitchell

Printed Name

BY: [Signature]

Signature

Pres

Title

CARL BOTHMANN

Printed Name

3011 Mc Coy Rd

Printed Address

ORL FL 32812

City/State/Zip

**CJB ENTERPRISES, INC.  
D/B/A CARL'S VAN RENTALS**

STATE OF FL

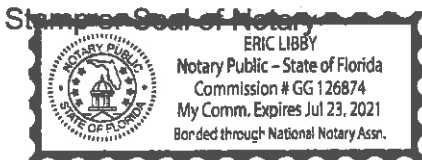
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this day of 24

2017, by CARL BOTHMANN in the capacity of PRES  
(Individual's Name) (Individual's Title)

at CJB Enterprises, a corporation, on its behalf He  
(Company Name) (He is / She is)

Personally known to me and has produced DL  
(Personally / Not Personally) (Form of Identification)



[Signature]  
Signature of Notary

ERIC LIBBY  
Printed Name

**Exhibit A  
Monthly Gross Receipts Report**

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 5.07(A)]:**

TIME/LATE & MILEAGE	\$0.00
DROP CHARGES	\$0.00
AIRPORT ACCESS FEE	\$0.00
BABY SEAT	\$0.00
UPGRADES	\$0.00
UNDER 25 AND ADDITIONAL DRIVER	\$0.00
PERSONAL ACCIDENT INSURANCE	\$0.00
COLLISION DAMAGE WAIVER	\$0.00
EXCESS LIABILITY	\$0.00
PERSONAL EFFECTS COVERAGE	\$0.00
OTHER INSURANCE COVERAGE	\$0.00
FUEL	\$0.00
TOLL TRANSPONDER FEES	\$0.00
LOSS OF USE INSURANCE RECEIPTS	\$0.00
SALES TAXES	\$0.00
STATE SURCHARGE	\$0.00
OTHER REVENUE (describe)	\$0.00
OTHER REVENUE (describe)	\$0.00
OTHER REVENUE (describe)	\$0.00
OTHER REVENUE (describe)	\$0.00

**TOTAL RECEIPTS** **\$0.00**

**DEDUCTIONS:**

Less: Exclusions [PER ARTICLE 5.07(B)]:

Discounts	(\$0.00)
Adjustments	(\$0.00)
Sales Taxes	(\$0.00)
State Surcharge	(\$0.00)

**TOTAL DEDUCTIONS** **(\$0.00)**

**GROSS RECEIPTS BEFORE AIRPORT CUSTOMERS & EXEMPTION** **\$0.00**

*Portion of Gross Receipts from other than Airport Customers [per Article 5.08] Not Deducted Above*  
*Check one: ( ) 5% OR ( ) Actual-Attach Documentation* **\$0.00**

**GROSS RECEIPTS SUBJECT TO PRIVILEGE FEE** **\$0.00**

Privilege Fee Rate: 8.5% of Gross Receipts **x 8.5%**

**Payment Due With This Report:** **\$0.00**

Number of rental transactions: \_\_\_\_\_

Number of rental transaction days: \_\_\_\_\_

Average rental price: \_\_\_\_\_

Number of rental transaction days \_\_\_\_\_ X \$ \_\_\_\_\_ Transportation Facility Fee (TFC) = \$0.00 Transportation Facility Fee Due

**TOTAL DUE WITH THIS REPORT:**

8.5% = \$0.00  
TFC = \$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  
NON-AIRPORT CUSTOMER AFFIRMATION FORM**

Under penalty of perjury, I hereby certify that I did not use Tampa International Airport nor did I utilize a Courtesy Vehicle during the time I rented my vehicle from \_\_\_\_\_.

1. I did not arrive at the Airport within 24 hours.

X \_\_\_\_\_

and/or

2. I did not use Company's Courtesy Vehicle for transportation to or from the Company's off-airport facilities.

X \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_