NOTICE INVITING PROPOSALS FOR RENTAL CAR CONCESSION AGREEMENTS AT EVANSVILLE REGIONAL AIRPORT

The Evansville Vanderburgh Airport Authority District (herein called the "Airport Authority"), hereby invites interested parties to submit proposals for the award of non-exclusive rental car concession agreements to permit the operation of up to five (5) rental car concessions at the Evansville Regional Airport pursuant to the terms and conditions herein set forth in these proposal and contract documents.

Commencing Thursday, August 27, 2026, proposal and contract documents may be downloaded from our website: https://flyevv.com/about-evansville-regional-airport/news.

An optional Pre-Proposal Meeting will be held on Tuesday, September 15, 2026, at 1:00 p.m. Participants may attend online through the Microsoft Teams platform (website or application) by using the following link: https://teams.microsoft.com/meet/291951904203838?p=KvKYlLz58fwdREZIYt or by calling (872) 240-8003 using Conference ID 492 825 003#. Proposers are encouraged to attend the Pre-Proposal meeting but not required to attend this meeting.

Sealed proposals for the operation of rental car concessions will be received by the Airport Authority at the Evansville Regional Airport, 7801 Bussing Drive, Evansville, IN 47725-6799, until 4:00 p.m. on Friday, October 23, 2026.

The Airport Authority reserves the right to reject any or all proposals, portion or parts thereof, and to waive all minor irregularities in the Proposals.

A Selection Meeting shall be held on Friday, October 30, 2026 for successful Proposers to select their positions based on highest to lowest proposal submitted.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the Airport Authority has implemented an airport disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. The Proposer shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

One original and one electronic copy (pdf format on flash drive) of all documents listed on the "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession, Evansville Regional Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to the Evansville Regional Airport, 7801 Bussing Drive, Evansville, IN 47725-6799, to the attention of the Executive Director. It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Evansville Regional Airport by the appointed date and time.

For additional information contact: Nate Hahn, Executive Director at (812) 421-4401.

REQUEST FOR PROPOSALS
NON-EXCLUSIVE RENTAL CAR CONCESSION

August 27, 2026

REMINDER OF CRITICAL DATES

Pre-Proposal Conference:	**September 15, 2026**	**1:00 p.m.**
Question Deadline:	**September 18, 2026**	**5:00 p.m.**
Proposal Due Date:	**October 23, 2026**	**4:00 p.m.**

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NON-EXCLUSIVE RENTAL CAR CONCESSION

INSTRUCTIONS TO PROPOSERS

1. REQUEST FOR PROPOSAL (RFP)

A. Sealed proposals (one original and one electronic copy in pdf format) for the award of non-exclusive Rental Car Concession Agreements to permit the operation of up to five (5) rental car concessions at the Evansville Regional Airport are solicited by the Evansville Vanderburgh Airport Authority District (herein referred to as "Airport Authority"). The current rental car concessions expire on December 31, 2026. The Airport Authority shall provide five (5) locations at the Airport to include counter and associated office space in the terminal building and ready/return parking blocks for five (5) on-airport operators that shall be utilized by the successful Proposers.

B. Proposals for the Rental Car Concession Agreements will be received at the Administration Offices in the Terminal Building, 7801 Bussing Drive, Evansville, IN 47725-6799, until 4:00 p.m., Central Time, on Friday, October 23, 2026**.**

C. A Selection Meeting shall be held on Friday, October 30, 2026 with attendance by video conference. A virtual meeting invitation will be provided.

2. PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS

A. The Airport Authority shall allocate all available rental car premises, as outlined in this Article, based on the total dollar amount of the five (5) year Minimum Annual Guarantees submitted by Proposer. The order of selection will be on ranking from highest to lowest dollar amount. The highest successful Proposer shall select first, the second highest successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

B. The ticket counter/office/queuing areas are outlined on Exhibit A. There are five (5) counters with supporting offices and queuing. In the event there are only four (4) successful proposers, Location #1 on Exhibit A will not be available for selection. In the event there are only three (3) successful proposers, Locations #1 & 2 on Exhibit A will not be available for selection. The Airport Authority may utilize any premises not rented to a successful proposer at its discretion. If offered, by the Airport Authority, remaining available counter/office space in the Terminal Building may be rented by a successful proposer with such available premises being offered in the same numerical rank order.

C. The ready/return parking blocks are outlined on Exhibit B. There are a total of five (5) ready/return blocks reflected on Exhibit B(1). In the event the Airport Authority receives only four qualified proposals, the ready/return blocks will be assigned as reflected on Exhibit B(2). In the event the Airport Authority receives only three qualified proposals, the ready/return blocks will be assigned as reflected on Exhibit B(3). In the event the Airport Authority receives only two qualified proposals, the ready/return blocks will be assigned as reflected on Exhibit B(4).

3. CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER

The Successful Proposer shall pay to the Airport Authority annually as compensation for the Premises and all other rights, licenses and privileges granted to it pursuant to the Concession Agreement:

1. **Concession Fee** – the greater of either:
   a. 10% of the Operator's annual Gross Revenues ("Percentage Concession Fee"); or
   b. the respective annual amount proposed as the Operator's Minimum Annual Guaranteed Fee ("MAG"):

Each Successful Proposer's total MAG for the term of the Concession Agreement shall be used to determine its relative order of selection of 1) Counter/Office/Queuing space in the Terminal and 2) Block in the Ready/Return area.

2. **Rent** - All Rents set forth in this Article 4 Section 2.a, and b, shall be paid in advance on the first (1st) of each month and are subject to applicable taxes which shall be collected by the Airport Authority in addition to the rent listed in a, and b, below.

   a. **Counter/Office/Queuing Space Rent** – Counter/Office/Queuing space rent rental rate effective January 1, 2027 is Thirty Dollars and Thirty Cents ($30.30) per square foot per annum through December 31, 2027. Thereafter, commencing January 1, 2028, and every January 1 thereafter for the term of the Agreement, the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants in the Terminal Building at Evansville Regional Airport.

   b. **Ready/Return Block Rent** – Compensation to the Airport Authority for use of the Ready/Return spaces allocated by block to the successful proposers shall be as follows:

	Annual Rent				
	Year 1	Year 2	Year 3	Year 4	Year 5
Block A	$58,320	$62,640	$66,960	$71,280	$75,600
Block B	$53,460	$57,420	$61,380	$65,340	$69,300
Block C	$92,340	$99,180	$106,020	$112,860	$119,700
Block D	$37,260	$40,020	$42,780	$45,540	$48,300
Block E	$34,020	$36,540	$39,060	$41,580	$44,100

In the event the Airport Authority receives only four qualified proposals, the ready/return blocks will be assigned as reflected in Exhibit B(2) and the rent shall be as follows:

	Annual Rent				
	Year 1	Year 2	Year 3	Year 4	Year 5
Block A	$58,320	$62,640	$66,960	$71,280	$75,600
Block B	$53,460	$57,420	$61,380	$65,340	$69,300
Block C	$92,340	$99,180	$106,020	$112,860	$119,700
Block D	$71,280	$76,560	$81,840	$87,120	$92,400

In the event the Airport Authority receives only three qualified proposals, the ready/return blocks will be assigned as reflected in Exhibit B(3) and the rent shall be as follows:

	Annual Rent				
	Year 1	Year 2	Year 3	Year 4	Year 5
Block A	$111,780	$120,060	$128,340	$136,620	$144,900
Block B	$92,340	$99,180	$106,020	$112,860	$119,700
Block C	$71,280	$76,560	$81,840	$87,120	$92,400

In the event the Airport Authority receives only two qualified proposals, the ready/return blocks will be assigned as reflected in Exhibit B(4) and the rent shall be as follows:

	Annual Rent				
	Year 1	Year 2	Year 3	Year 4	Year 5
Block A	$162,000	$174,000	$186,000	$198,000	$210,000
Block B	$113,400	$121,800	$130,200	$138,600	$147,000

One-twelfth (1/12) of the annual block rent above shall be paid the 1st calendar day of each month throughout the lease term without invoice.

Each Proposer's chosen block will remain fixed throughout the Term of the Agreement. The Ready/Return Block Rent shall not be subject to adjustment during the term of the Concession Agreement.

4. DUAL BRANDING

A Proposer shall be required to designate in its "Proposal Form – Attachment #2" the brand or brands under which it will operate its concession at the Airport. A single Proposer may operate no more than a total of two brands per concession. Any brands designated in Proposer's "Qualification Form - Attachment #3", must be 100% owned by the Proposer or the Proposer must be authorized to operate any such brand. Any successful Proposer shall be prohibited from operating at the Airport under any brand other than the brand(s) it designates on its "Qualification Form - Attachment #3." A legal entity which owns multiple brands may submit one or two proposals. A brand owned by the legal entity may only be included in one proposal.

5. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Airport Authority that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Airport Authority. A successful Proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in car rental operations at EVV. In accordance with the Department of Transportation's Frequently Asked Questions, the ACDBE goal is set to zero until the Unified

Certification Program (UCP) completes the reevaluation process provided in 49 CFR 23.81.

If a selected Proposer is unable to achieve the established goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

6. CONCESSION AGREEMENTS

The Concession Agreements shall commence January 1, 2027 and shall expire on December 31, 2031 and must be executed by the successful Proposers and returned to the Airport on or before November 18, 2026. The Concession Agreement shall be substantially in the form of the agreement in the attached Exhibit D.

7. PRE-PROPOSAL MEETING

An optional Pre-Proposal meeting shall be held on Tuesday, September 15, 2026 at 1:00 p.m. Central Time. Participants may attend online through the Teams platform (website or application) by using the following link:
https://teams.microsoft.com/meet/291951904203838?p=KvKYlLz58fwdREZIYt or by calling (872) 240-8003 using Conference ID 492 825 003#. Proposers are encouraged to attend the Pre-Proposal meeting but not required to attend this meeting.

8. ADDENDA

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Executive Director, in writing no later than 5:00 p.m., Central Time on Friday, September 18, 2026. All questions should be sent to Evansville Regional Airport, Attention: Nate Hahn, 7801 Bussing Drive, Evansville, IN 47725-6799 or via email: nhahn@flyevv.com. Any corrections or changes, if required, will be provided in a written addendum. Airport Authority Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Nate Hahn. It is anticipated that any clarification/addendum needed to address questions submitted to the Airport Authority will be posted on or about October 2, 2026 on the Airport's website at https://flyevv.com/about-evansville-regional-airport/news. The Airport Authority assumes no responsibility beyond being posted on the Airport's website.

9. PROPOSAL FORM

A. Minimum Annual Guarantee: Proposer shall submit its proposal as a Minimum Annual Guarantee for each of the five years of the Concession Agreement. Minimum Annual Guarantee amounts shall be paid in advance on the first day of each month, payable in equal monthly payments during the concession term. The minimum annual acceptable proposal guarantee is $100,000 per year for one brand or $200,000 per year for two brands by one company.

B. Each proposal shall be submitted on the attached "Attachment #2 - Proposal Form".

10. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the Evansville Vanderburgh Airport Authority District, in the amount of $10,000. The bond, check or draft must be attached to the Proposal Form and will be held by the Airport Authority, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guarantees of the successful Proposers will be held pending their complete execution of the Concession Agreement, along with evidence of insurance, as required by the Concession Agreement (attached hereto). If a successful Proposer should fail to execute the Concession Agreement or comply with other provisions of the contract documents by November 18, 2026, the proposal guaranty shall be forfeited to Airport Authority as liquidated damages.

11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM

Minimum Qualifications - In order to ensure a high level of service to the traveling public, the Airport Authority will consider only proposals from organizations with experience in the rental car business. Therefore, each proposer who is not currently operating at the Airport, must be able to demonstrate that (a) it has been engaged in the retail rental car business for at least the last three (3) years, (b) it can provide a fleet of no less than 35 rental cars at the Airport, (c) it has produced gross revenues of at least $250,000 in each of the past two (2) years, (d) it can provide a national credit card system and national reservation system for customers, and (e) it has a national system of one-way drop off availability or exchange anywhere within the continental United States. Proposals from proposers who fail to meet these minimum qualifications shall not be considered (Incumbent Concessionaires do not need to demonstrate these minimum qualifications.) Franchise proposers must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchisees shall include a letter from franchisor granting approval to propose at the Airport.

Qualification Form - Proposers must submit, as a part of the proposal, the information required on the attached "Qualification Form – Attachment #3."

12. PROPOSERS AFFIDAVIT

Each proposal must have attached thereto the "Proposer's Affidavit – Attachment #4" the statement that such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. The affidavit must also state that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Proposer shall submit an affidavit that it agrees to operate a rental car concession at the Airport during the term of the Concession Agreement. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereon, will not be considered. If the Proposer is a corporation, said affidavit shall be signed by the duly authorized officer of such corporation. Signatures on said affidavit must be witnessed by a Notary Public.

13. SUBMISSION OF PROPOSALS

Each Proposer shall submit one original and one electronic copy (pdf format on Flash Drive) of all documents required. All documents listed on the attached "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Rental Car Concession, Evansville Regional Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to the Evansville Regional Airport, 7801 Bussing Drive, Evansville, IN 47725-6799, to the attention of the Executive Director.

14. OPENING AND EVALUATION OF PROPOSALS

Proposals shall be received as set forth in the Notice Inviting Proposals. Late Proposals will not be considered by the Airport Authority and will be returned unopened to the Proposer. An evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP.

1. The sum total of the minimum annual guarantees proposed for the five year term of the Agreement.
2. Previous background and experience of Proposers
3. Previous background or history of default or arrearage in previous or existing agreements with the Airport Authority.

The Airport Authority will publicly open and read aloud the name of the Proposer, the brand(s) proposed, and the total Minimum Annual Guarantee for Years One through Five. This public opening will take place in the Airport Administration Conference Room at 4:05 p.m. Central Time, Friday, October 23, 2026. Interested parties can observe through the following Teams meeting: https://teams.microsoft.com/meet/282010082050141?p=W25ZGC2lhyjXe5X7IZ or by calling (872) 240-8003 using Conference ID 432 868 806#.

15. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the time set for the opening of proposals in the Notice Inviting Proposals. No Proposer will be permitted to withdraw its proposal after the time specified in such Notice for the opening of proposals, unless the award is delayed by action of the Airport Authority for a period exceeding 60 days.

16. REJECTION OF PROPOSALS

A. Proposals which contain any additions, deletions, conditions or limitations of any kind may be considered non-responsive and may be rejected at the option of the Airport Authority. The Airport Authority reserves the right to waive any minor irregularities, technicalities or informalities in any proposal, and to reject any or all proposals.

B. The Airport Authority reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Airport Authority or who has failed to perform faithfully on any previous contracts with the Airport Authority.

17. BREAKING OF A TIE PROPOSAL

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Airport Authority's sole discretion. The Airport Authority's ruling shall be final.

18. PROPRIETARY INFORMATION

All submitted proposals may be considered public documents under applicable Indiana law and may be subject to disclosure. Some records become public at proposal opening; others at contract award. The Airport Authority will not be responsible for any losses the Proposer may suffer from the lawful disclosure of information to third parties.

Any materials requested to be treated as confidential or trade secrets must be clearly identified and readily separable from the balance of the proposal. Such designations will not be conclusive, and the Proposer may be required to justify why such material should not be disclosed pursuant to Indiana Access to Public Records Act (IC 5-14-3). The Airport Authority will endeavor to provide at least two (2) business days' written notice to the Proposer prior to releasing materials identified as confidential or proprietary.

19. PROHIBITION AGAINST LOBBYING

The Proposer shall not lobby, either on an individual or collective basis, the Airport Authority (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its' written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport Authority (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or Airport Authority staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

20. RESPONSIBILITY OF PROPOSERS

It is the responsibility of each Proposer to examine all proposal and contract documents, present premises and exhibits that depict the rental car operations at the Airport, including, but not limited to, the Terminal Building, ready/return blocks and other pertinent facilities. Each Proposer shall judge for themselves all the circumstances and conditions affecting the Proposal. Failure of any Proposer to examine the Proposal and contract documents and to investigate the premises shall not relieve any Proposer from full compliance with the Proposal and shall not constitute grounds for declaration by any Proposer that it did not understand the proposal and contract documents or that it was not familiar with the rental areas and the facilities at the Airport.

21. ACCEPTANCE OF PREMISES "AS IS"

Allocated premises will be inspected and accepted by successful Proposer and will be occupied by Proposer on an “as is” basis. The Proposer specifically waives any covenants or warranties regarding the premises, including but not limited to any warranty of suitability and warranty of fitness.

22. STATISTICAL INFORMATION

Provided as Exhibit C is certain statistical information representing the rental car gross revenues reported to the Airport Authority since January 2024. The Airport's passenger deplanement count for the same period is also included. These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

23. TITLE VI

The Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, creed, age, or disability in consideration for an award.

ATTACHMENT #1 - PROPOSAL SUBMISSION CHECKLIST

The following documents must be submitted (one original & one electronic copy) as part of the sealed proposal for the proposal to be considered.

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer's Affidavit– Attachment #4
5. Acknowledgement of Addenda(s) – Attachment #5
6. Proposal Guaranty- $10,000 (Proposal Bond, Certified Cashier's Check or Bank Draft)

PROPOSER NAME: ______________________________

Evansville Regional Airport

ATTACHMENT #2 - PROPOSAL FORM

____________________________________ __________________

Name Date

____

Address

____

The Proposer hereby proposes to enter into an agreement with the Airport Authority for the operation of a non-exclusive rental car concession at Evansville Regional Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Attachments #1 through #5; and the Concession Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Airport Authority the greater of the following during the Agreement Years 2027, 2028, 2029, 2030 and 2031: Minimum Annual Guarantees or ten percent (10%) of the annual gross revenues and all rents and fees stipulated in the Concession Agreement with payments to be made in the manner specifically set forth in said Agreement. The minimum annual acceptable proposal guarantee is One Hundred Thousand Dollars ($100,000) per year for one brand or Two Hundred Thousand Dollars ($200,000) per year for two brands by one company. The annual minimum guarantee proposal for each contract year must not be less than the annual minimum guarantee proposal for the previous year.

Minimum Annual Guarantee Proposal

Year 1 – January 1, 2027 to December 31, 2027	$ ____________
Year 2 – January 1, 2028 to December 31, 2028	$ ____________
Year 3 – January 1, 2029 to December 31, 2029	$ ____________
Year 4 – January 1, 2030 to December 31, 2030	$ ____________
Year 5 – January 1, 2031 to December 31, 2031	$ ____________

The Proposer hereby agrees to pay the above minimum annual guarantees to the Airport Authority in accordance with and for the term of the Concession Agreement.

2. The Airport Authority shall allocate based on successful proposer's selections the counter/office/ queuing position and ready/return block as outlined on Exhibits A and B based on the total dollar value of the five (5) year Minimum Annual Guarantees. The order of selection will be on ranking from highest to lowest. The highest successful Proposer shall select first, the highest

second successful Proposer shall select second from the locations remaining and so on until all locations have been selected.

3. Accompanying the proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Ten Thousand Dollars ($10,000) payable to the Evansville Vanderburgh Airport Authority District as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 10 – Proposal Guaranty in the Instructions to Proposers and contract documents by November 18, 2026.

Proposer is bound by this offer for a period of sixty (60) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Airport Authority reserves the right to reject any and all proposals.

Proposer:

Signed_________________________________

Printed Name____________________________

Title___________________________________

Subscribed and sworn to before me this
____ day of ________________, 2026.

____
Notary Public, State of ____________
My Commission: _________________

ATTACHMENT #3 - QUALIFICATION FORM

All information requested in this Qualification Form (other than Questions 10-13, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal.

1. Name and address of Proposer exactly as it is to appear on the Agreement(s).

   ____

   ____

2. Email: ____________________ Phone #: ________________________

3. Proposer, if selected, intends to carry on the business as:

   Individual ( ) LLC ( ) Partnership ( ) Corporation ( )

4. Proposer, if selected, intends to operate under the brand name or brand names listed below: Said operations will be limited to no more than the brand name or the two brand names listed.

   ____

   ____

5. If operating as a partnership, please answer the following:

   A. Name, address and share of each partner:

   ___________________ _________________________ ___________

   ___________________ _________________________ ___________

   ___________________ _________________________ ___________

   B. Date of organization: _____________________________________

6. If operating as a corporation or LLC, please answer the following:

   A. When incorporated ______________________________________

B. In what state ____

C. Are you authorized to do business in Indiana? ______________

If so, as of what year _____________________________________

D. Please list the names and address of the following officers:

President____

Vice President____

Secretary____

Treasurer____

Other____

7. Is the Proposer an ACDBE certified in the State of Indiana? Yes _____ No _____

8. NAICS code applicable to the concession contract: ___________

9. Annual gross receipts of the firm:

_____ Less than $1 million
_____ $1-3 million
_____ $3-6 million
_____ $6-10 million
_____ More than $10 million

Questions 10 – 13 do not need to be completed by incumbent on-airport operators, however, the Airport Authority reserves the right to require apparent successful Proposers to complete and submit such documents. (Incumbent shall mean a legal entity that currently holds a Rental Car Concession Agreement at EVV.)

10. Please explain your experience in the rental car business. (Attach)

11. List the Airports in United States with which you, a parent company, or a franchisee currently have operating agreements. (Attach)

12. Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization.

13. List bank references for the past three (3) years:

____
____
____

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy or misstatement may be cause for rejection of a proposal. The Airport Authority shall maintain to the fullest possible extent the confidentiality of all financial documents specified as confidential by the Proposer.

Proposer:

Signed________________________________

Printed Name___________________________

Title__________________________________

Subscribed and sworn to before me this
____ day of ________________, 2026.

____
Notary Public, State of ____________
My Commission: _________________

ATTACHMENT #4 - PROPOSER’S AFFIDAVIT

Affiant, ___________________________________, being first duly sworn, deposes and says:

A. Affiant does hereby state that neither the Proposer nor any of Proposer’s officers, partners, owners, agents, representative, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the contract or fix the prices in the attached proposal or the proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

B. Affiant further states that no officer, or stockholder of the Proposer is a member of the Airport Authority or its staff, or related to any members of the Airport Authority, their officers, agents and employees, except as noted herein below:

C. Affiant hereby agrees to enter into a Concession Agreement with the Airport Authority for the operation of a non-exclusive rental car concession at the Evansville Regional Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Proposal Form; Qualification Form; Proposers Affidavit; Addendum #1; and the Concession Agreement, together with all Exhibits.

____

____

Proposer:

Signed_________________________________

Title__________________________________

Subscribed and sworn to before me this
____ day of ________________, 2026.

____
Notary Public, State of ____________
My Commission: _________________

ATTACHMENT #5 - ACKNOWLEDGEMENT OF ADDENDUM

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made;

Signature: ___________________________________

Name: ______________________________________

Title: _______________________________________

Name of Proposer: ____________________________

Date: _______________________________________

EXHIBIT A – Diagram of Terminal Building Counter and Office Layouts

EXHIBIT B(1) – Diagram of Ready/Return Blocks (5 Block Configuration)

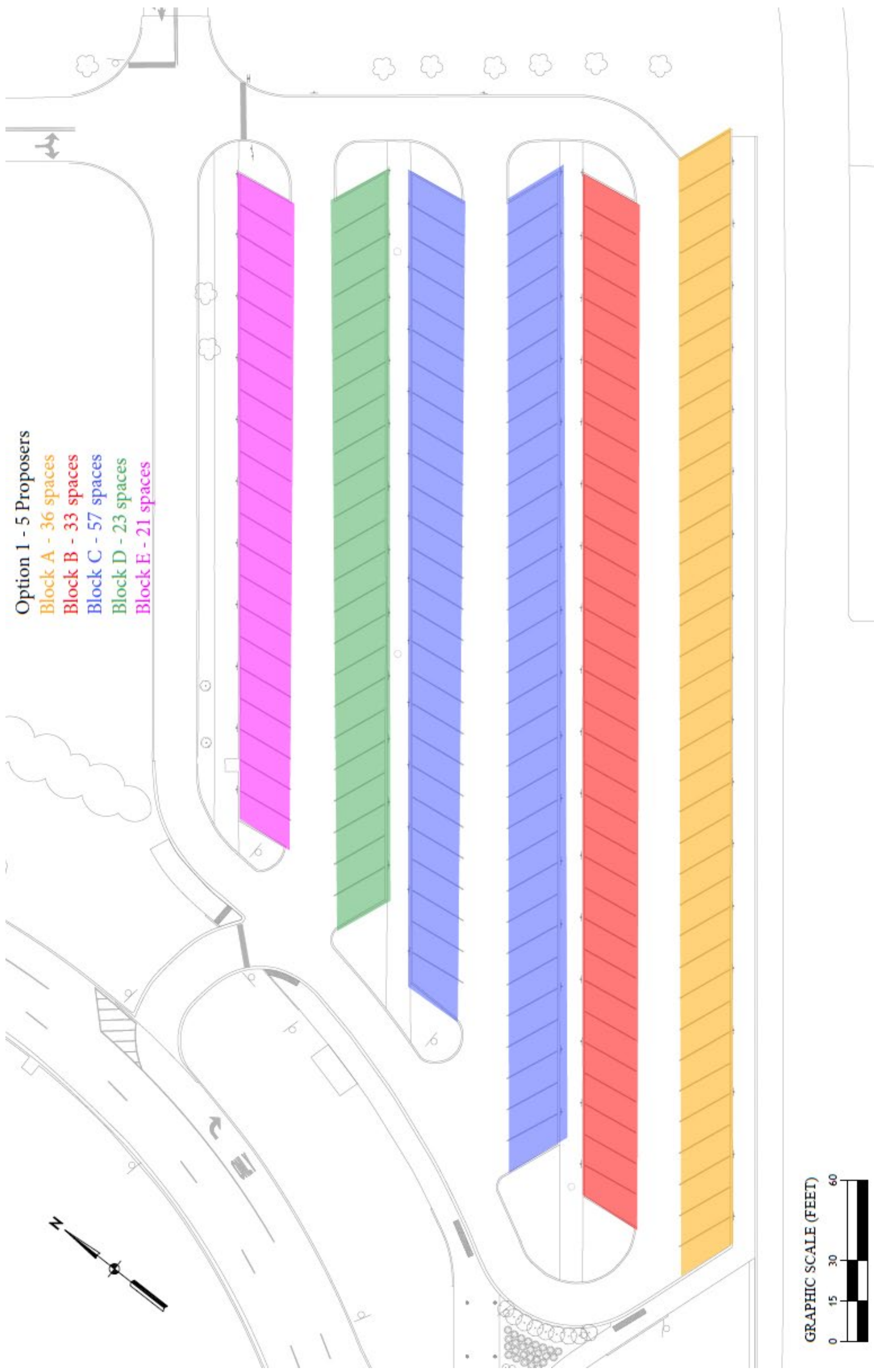

EXHIBIT B(2) – Diagram of Ready/Return Blocks (4 Block Configuration)

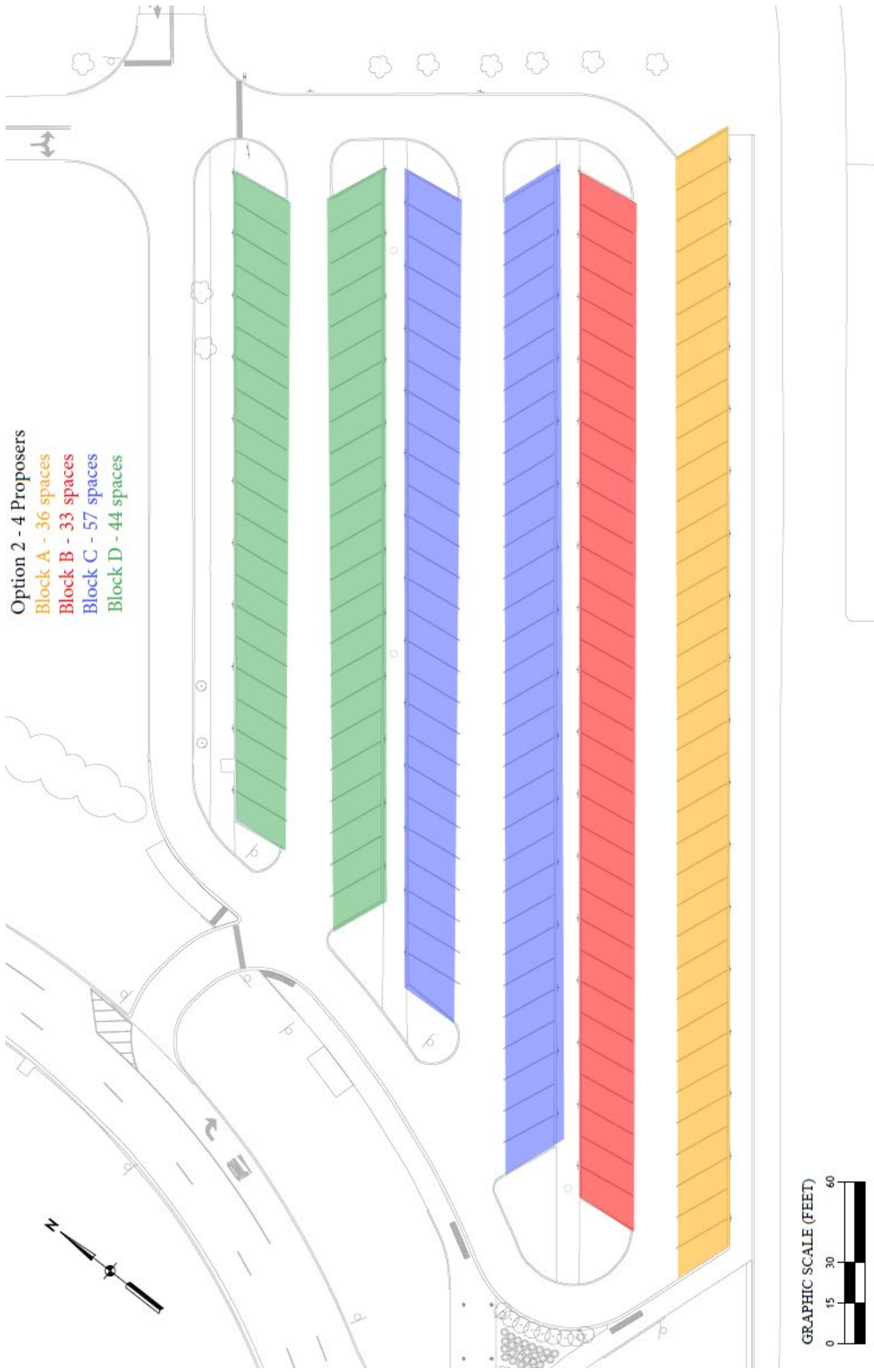

EXHIBIT B(3) – Diagram of Ready/Return Blocks (3 Block Configuration)

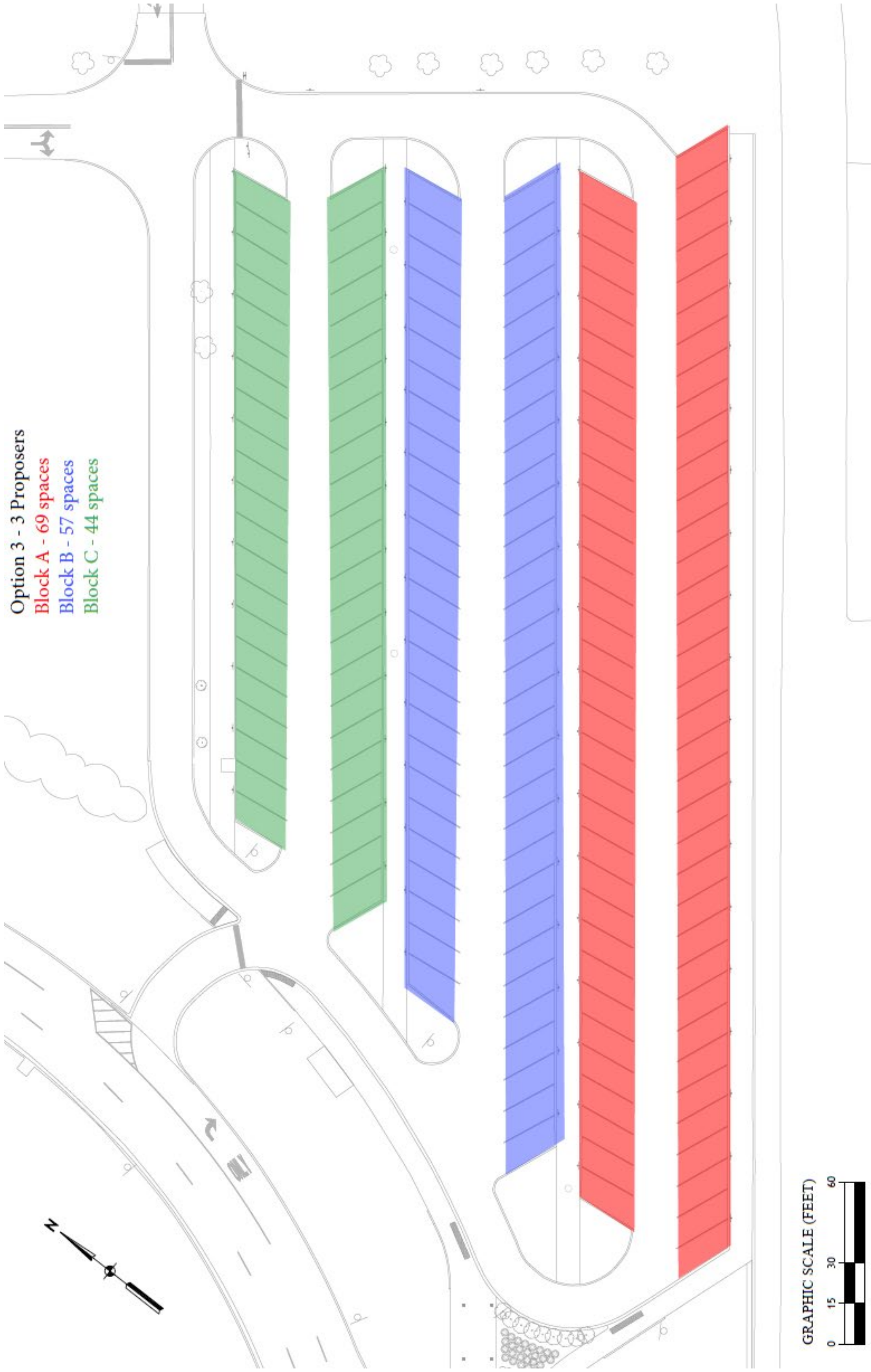

EXHIBIT B(4) – Diagram of Ready/Return Blocks (2 Block Configuration)

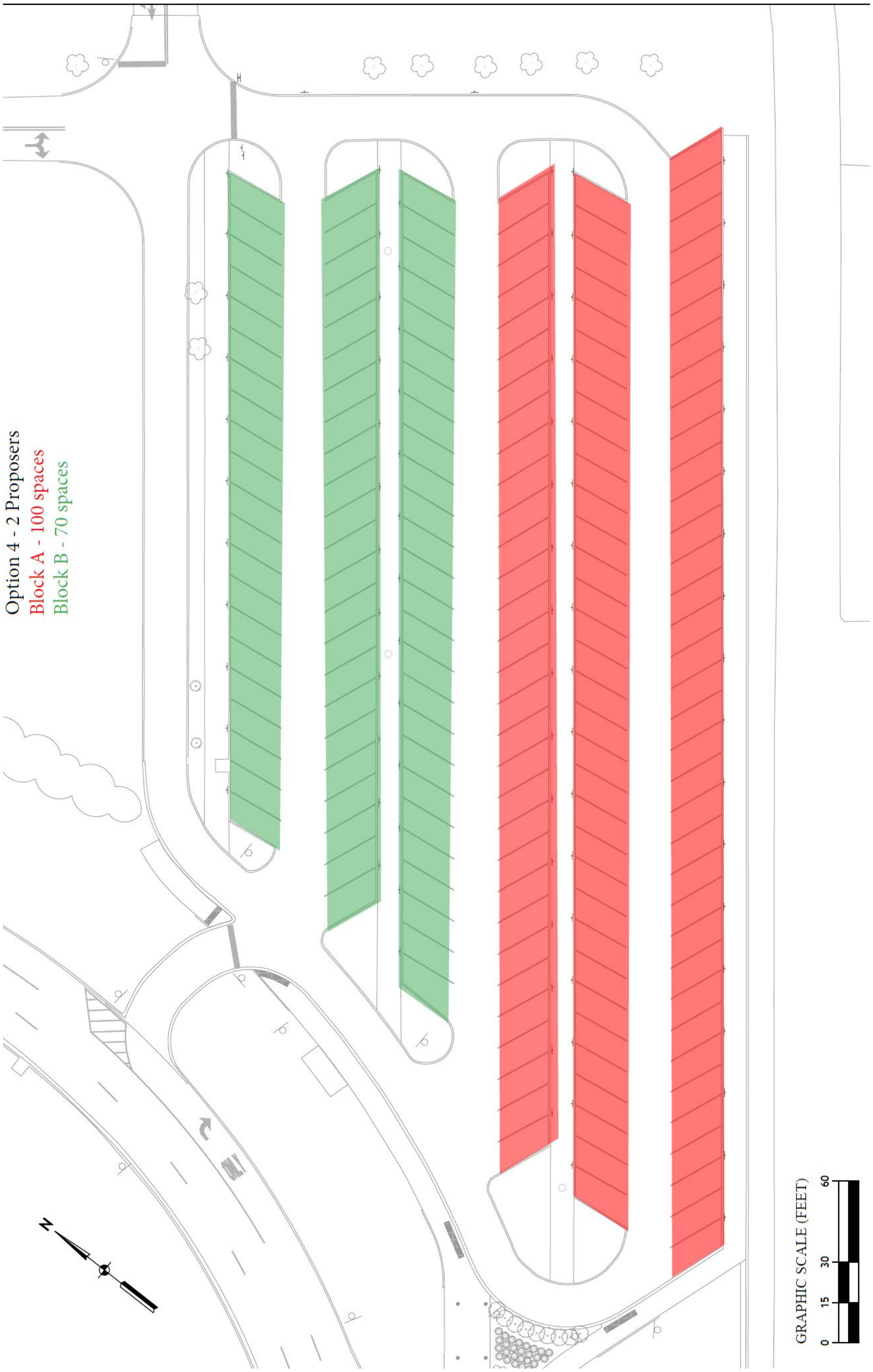

EXHIBIT C – Statistical Information

2024	Alamo/National	Avis/Budget	Enterprise	Total	Deplanements
January	$ 173,681.51	$ 146,108.40	$ 186,519.96	$ 506,309.87	11,960
February	179,826.03	183,088.91	201,467.23	564,382.17	12,360
March	228,227.70	247,627.43	268,328.75	744,183.88	15,156
April	257,579.91	220,760.40	288,764.11	767,104.42	14,437
May	271,506.88	263,778.53	303,940.46	839,225.87	15,526
June	293,620.44	240,255.97	363,118.44	896,994.85	18,731
July	291,279.09	258,406.30	320,305.78	869,991.17	18,725
August	268,965.68	243,669.08	311,195.27	823,830.03	16,556
September	243,517.39	215,185.08	295,662.30	754,364.77	16,671
October	321,355.38	247,282.42	391,511.06	960,148.86	19,103
November	276,736.81	196,285.01	315,044.21	788,066.03	17,158
December	238,142.44	199,811.55	268,614.16	706,568.15	16,666
Totals	$ 3,044,439.26	$ 2,662,259.08	$ 3,514,471.73	$ 9,221,170.07	193,049

2025	Alamo/National	Avis/Budget	Enterprise	Total	Deplanements
January	$ 210,628.79	$ 174,809.13	$ 233,128.19	$ 618,566.11	14,835
February	216,627.29	172,395.45	215,031.24	604,053.98	14,958
March	255,199.85	218,108.51	257,018.95	730,327.31	18,762
April	310,809.59	212,094.66	298,258.95	821,163.20	17,796
May	339,691.15	277,846.56	308,603.52	926,141.23	20,928
June	337,373.41	336,497.68	306,608.48	980,479.57	23,064
July	320,998.32	386,297.46	346,270.18	1,053,565.96	23,935
August	327,027.09	289,899.61	335,576.19	952,502.89	20,248
September	293,944.12	243,381.29	291,276.75	828,602.16	19,650
October	353,107.66	354,405.68	348,203.63	1,055,716.97	22,918
November	277,448.27	248,782.56	319,461.05	845,691.88	17,083
December	240,700.04	242,078.03	282,102.10	764,880.17	19,707
Totals	$ 3,483,555.58	$ 3,156,596.62	$ 3,541,539.23	$ 10,181,691.43	233,884

2026	Alamo/National	Avis/Budget	Enterprise	Total	Deplanements
January	$ 203,777.89	$ 187,770.22	$ 206,397.50	$ 597,945.61	15,380
February	239,388.24	190,768.64	246,535.78	676,692.66	16,063
March	278,222.42	249,208.26	287,785.05	815,215.73	20,729
April	281,776.83	243,573.26	283,939.83	809,289.92	20,008
May	349,220.62	311,908.76	322,679.00	983,808.38	21,710
June	368,658.96	328,014.08	375,236.10	1,071,909.14	23,471
Totals	$ 1,721,044.96	$ 1,511,243.22	$ 1,722,573.26	$ 4,954,861.44	117,361

EXHIBIT D – Sample Concession Agreement

CONCESSION AGREEMENT

NON-EXCLUSIVE RENTAL CAR CONCESSION
Evansville Regional Airport
Evansville, Indiana

between

Evansville Vanderburgh Airport Authority District
Evansville, Indiana

and

____
Concessionaire

RENTAL CAR CONCESSION

Evansville Regional Airport
Evansville, Indiana

THIS CONCESSION AGREEMENT ("Agreement"), made and entered into this ___________ day of ___________, 2026, by and between the **Evansville Vanderburgh Airport Authority District,** (hereinafter referred to as **"**Airport Authority") and "_______________**",** (hereinafter referred to as **"**Concessionaire**"**), a corporation (other entity) d/b/a _____________________brand(s).

W I T N E S S E T H:

WHEREAS, Airport Authority controls, owns, operates, and maintains an airport in Vanderburgh County, Indiana, known as Evansville Regional Airport (hereinafter referred to as "**Airport**"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS, the Airport Authority has determined it to be in the best interests of the public and the Airport Authority to enter into this Agreement with Concessionaire to provide non-exclusive rental car concession services at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, it is mutually agreed as follows:

DEFINITIONS

The following terms and phrases shall have the following meanings for purposes of this Agreement:

1. "ACDBE" shall mean airport concession disadvantaged business enterprise as that term is defined by 49 CFR Part 23.
2. "Executive Director" shall mean the Executive Director of the Evansville Regional Airport, or his or her designee.
3. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the Airport Authority, all amounts charged to its customers by Concessionaire for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by Concessionaire. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire's customers and without regard to whether the vehicles or other products are returned to

the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Concessionaire of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Agreement shall be the specific exclusions set forth below:

- Federal, state, county, city or International sales, use, or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated on customers' rental contracts and collected from customers of Concessionaire;
- Those fees referred to in this Agreement as Customer Facility Charges, "CFC's" which for the purpose of this Agreement shall include all customer facility charges, authorized pursuant to Evansville Vanderburgh Airport Authority District Resolution, as may be amended;
- Amounts received specifically for loss, conversion and abandonment of or damages of vehicles or other property of Concessionaire, other than any administration fees.;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Concessionaire's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Amounts received specifically from the disposal of capital assets and fixtures.
- Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, towing, and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by Concessionaire. However, any amounts collected above the pass through amount shall be included as Gross Revenue under this Agreement.

4. "Leasehold Improvements" shall mean all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Leased Premises.
5. "Personal Property" shall mean all movable property of the Concessionaire not directly related to the rental car operations of the privileges granted hereunder, including, office furniture, office equipment, and office supplies.
6. "Refurbish" or "Refurbishment" shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, or furnishings.

7. “Rental Car” or “Motor Vehicles” shall mean motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sport utility vehicles, and pick-up trucks rated one-ton or less.
8. "Terminal Building" shall mean the commercial terminal building at the Airport.
9. "Trade Fixtures" shall mean all non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures, signs and the like.
10. “Transaction” shall mean the execution of an agreement or contract for the rental of a Motor Vehicle; or, the payment of funds or completion of a cash or credit transaction for payment for rental of a Motor Vehicle; or delivery of a Motor Vehicle to a customer for use in exchange for cash, credit or any other consideration.
11. “Transaction Day” shall mean each twenty-four (24) hour period or portion thereof, for which a customer of a Rental Car Concessionaire rents, or otherwise enters into a similar arrangement for the use of a Motor Vehicle and for which the Rental Car Concessionaire collects revenue from the customer. Late returns (after twenty-four (24) hours) shall be considered a Transaction Day.

SECTION 1 – LEASED PREMISES

a. Airport Authority hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Airport Authority the following premises, which, collectively, are hereinafter called the "Leased Premises": ___________________ (xxx) square feet of counter/office/queuing area in the Terminal Building and Block __ in the ready return area containing approximately __ ready/return parking spaces outside and adjacent to the Terminal Building. Said Leased Premises is more particularly shown on **Exhibit A1 and Exhibit A2** attached hereto and by this reference made a part hereof.

b. Concessionaire agrees that its Leased Premises have been inspected by Concessionaire and are accepted and will be occupied by Concessionaire on an “as is” basis. The Concessionaire specifically waives any covenants or warranties regarding the Leased Premises, including but not limited to any warranty of suitability and warranty of fitness.

SECTION 2 – TERM

The term of this Agreement is for a five (5) year period commencing on January 1, 2027 and terminating on December 31, 2031 unless sooner terminated or canceled as hereinafter provided.

SECTION 3 – USES, PRIVILEGES, COBRANDING AND OBLIGATIONS

Concessionaire shall have the following uses, privileges, and obligations in connection with its use of the Leased Premises:

a. The non-exclusive right, privilege, and obligation to conduct and operate a Rental Car, concession at the Airport including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airport of similar size and capacity. Concessionaire shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of Vehicles (a fleet of no fewer than thirty-five (35)) to meet all reasonably foreseeable demands of the traveling public. Co-Branding by parent Concessionaire is limited to two brands per concession space specifically those listed in their submitted proposal. It being understood that no more than two brands under rental car agencies who are owned by the same parent Concessionaire may operate from any one concession space during the term of this agreement. Concessionaire understands and agrees that it shall not engage in any other business on the Airport under this Agreement, unless explicitly agrees to in writing in advance by the Airport Authority. Concessionaire may not add or change a brand during the term of the Agreement unless expressly approved in writing through a formal amendment to this Agreement.

b. The right, privilege, and obligation to rent and check-in rental vehicles, including the right to offer for sale related collision damage waiver protection, personal injury and accident insurance, personal effects insurance, and such other travel or vehicle related coverage offered in connection with and incidental to the rental of a vehicle and occupy operations office, storage, and Ready and Return car parking spaces. It is the intent of this Agreement that the rental car customers of Concessionaire will operate the vehicle rented only from the ready spaces provided herein, and Concessionaire shall not engage in customer shuttle operations of any kind to, from, or on the Airport. This does not prohibit the picking up of a customer from the FBO. No trucks larger than one-ton pickup type/style will be allowed in the ready lot unless approved in advance by the Executive Director.

c. The right of ingress and egress to and from the premises, over Airport roadways, are subject to such reasonable rules and regulations as may be established by Airport as respecting such use and subject to law.

d. Concessionaire shall install no signs on or about the premises without the prior written approval of the Executive Director, said approval being solely discretionary with the Executive Director. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, company logos, advertising or promotions, photographs, art displays, and the like. Such signs shall be substantially uniform in size, types and location with those of other concessionaries, and subject to Executive Director's approval, Rules and Regulations, and in compliance with all applicable laws and resolutions. No temporary signs or displays shall be permitted on the backwall or the counter surfaces without the prior written approval of the Executive Director. Handwritten, or hand lettered signs are prohibited. Concessionaire shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Executive Director.

e. The right for Concessionaire's employees, in common with other employees of tenants of the Terminal Building, to use vehicular parking space provided by Airport Authority, subject to the payment of reasonable charges as set by the Airport Authority. Concessionaire shall not park, store or rent from premises any vehicles except Motor Vehicles as defined herein that it owns or rents and are properly available for rental as provided herein. Employee parking shall only be allowed in those areas designated by the Airport.

f. *Airport Concession Disadvantaged Business Enterprise Program*

1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 related to the airport concession disadvantaged business enterprises (ACDBE) program. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
3. This Agreement is subject to a contract goal for ACDBE participation as per 49 CFR Part 23. The current contract goal is set at zero in accordance with the Department of Transportation’s Frequently Asked Questions dated December 1, 2025. The contract goal may change commensurate with updated Federal regulations.
4. In accordance with the DOT Frequently Asked Questions dated December 1, 2025, recipients are not required to submit reports until a new goal has been established following completion of the reevaluation process. Therefore, the Airport Authority does not intend to require ACDBE reporting from concessionaires until such time as a goal has been established. At such time an ACDBE goal is establish and reporting requirements resume, Concessionaire shall provide to Airport Authority the following ACDBE information on a quarterly basis: the name and address of each certified ACDBE with which it has done business during the past quarter, a description of the nature of the services performed by and/or items purchased from each firm named, and the total amount spent with each firm named. The ACDBE must be certified by the Indiana Department of Transportation. A sample reporting form will be provided to concessionaires. Concessionaire may use the sample report provided or a form of similar level of detail satisfactory to the Airport Authority. Quarterly Reports are due to the Airport Authority as follows: January – March by June 1st; April – June by September 1st; July – September by December 1st; October – December by March 1st.

g. *Compliance with Federal Aviation Regulations and Security Requirements.* Concessionaire agrees to comply with 14 CFR Part 139 (Certification of Airports), 49 CFR Part 1542 (Airport Security) and the Airport Authority’s policies as outlined in its approved Airport Certification Manual and Airport Security Plan. Concessionaire further agrees that any fines levied upon the Airport Authority or

Concessionaire through enforcement of these regulations because of acts by Concessionaire's employees, agents, suppliers, guests, or patrons shall be borne by Concessionaire to the extent said acts contributed to said fines.

SECTION 4 – RESTRICTIONS ON USES AND PRIVILEGES

The Leased Premises shall be used only for the purposes specified in this Agreement. Concessionaire understands and agrees that Airport Authority has the right to grant additional privileges under separate agreements for rental car operations to other companies.

SECTION 5 – PRIVILEGE FEE, RENTS, AND FEES

Subsection 5.1 - Privilege Fee, Rent and Fees.

<u>a. Privilege Fee.</u> As consideration for the privilege of operating the concession hereunder, Concessionaire shall pay to Airport Authority each contract year, for the full term of this Agreement, a Privilege Fee. Said Privilege Fee shall be the greater of either the Minimum Annual Guarantee or the Percentage Fee applicable to Gross Revenues, hereinafter defined, as follows:

1. Privilege Fee – the greater of either:
    a. ten percent (10%) of the Concessionaire’s annual Gross Revenues (“Percentage Fee”); or

    b. the respective yearly amount shown below as the Concessionaire’s Minimum Annual Guarantee “MAG”:

        January 1, 2027 - December 31, 2027 - $________
        January 1, 2028 - December 31, 2028 - $________
        January 1, 2029 - December 31, 2029 - $________
        January 1, 2030 - December 31, 2030 - $________
        January 1, 2031 - December 31, 2031 - $________

Monthly payment shall be the <u>greater</u> of $1/12^{th}$ of the respective year’s MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1^{st}) day of each month during each contract year, until such time as the Concessionaire has paid to the Airport an amount equal to the respective annual MAG identified in Section 5.1(a)(1)(b) above. On or before the 20^{th} of each month the Concessionaire shall provide the Airport with i) a signed and certified Report of Gross Revenues for the preceding month ii) payment of any Percentage Fee shown to be due for the preceding month, as designated on Exhibit B, attached hereto and made a part hereof. Once the sum of Privilege Fee payments remitted has reached the MAG in any given contract year, the Concessionaire may cease remittance of the $1/12^{th}$ of the respective year’s MAG on the first (1^{st}) day of each month for the remainder of that contract year. The Concessionaire shall continue to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

Concessionaire acknowledges that Privilege Fee payments by Concessionaire to Airport Authority under this Agreement are for Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imposed by Airport Authority upon Concessionaire's customers. Airport Authority does not require, but will not prohibit, a separate statement of and charge for the Privilege Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Executive Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Concessionaire charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 11.11% of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to Airport Authority; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that Airport Authority is requiring the pass through of such fee.

b. <u>Rent for Leased Premises located in the Terminal Building Area</u> Concessionaire shall pay to the Airport Authority, in advance, on the 1st day of each month the following rent:

1. For the period commencing January 1, 2027 through December 31, 2027, Concessionaire shall pay the sum of Thirty Dollars and Thirty Cents ($30.30) per square foot per annum for ___________ (___) square feet of counter/office/queuing position in the Terminal Building. Thereafter, commencing January 1, 2028, and every January 1 thereafter for the term of the Agreement, the per square foot per annum rent shall be the same per square foot per annum rate paid by other tenants in the Terminal Building at the Airport.

2. For Ready Return Block __ as shown on Exhibit A2, Concessionaire shall pay the following. For the period commencing:

January 1, 2027 - December 31, 2027 - ____________Dollars ($________), per month
January 1, 2028 - December 31, 2028 - ____________Dollars ($________), per month
January 1, 2029 - December 31, 2029 - ____________Dollars ($________), per month
January 1, 2030 - December 31, 2030 - ____________Dollars ($________), per month
January 1, 2031 - December 31, 2031 - ____________Dollars ($________), per month

c. <u>Additional Fees</u>

1. The Concessionaire shall collect the CFCs on behalf of the Airport and remit to the Airport Authority, in accordance with the Airport Authority's CFC resolution, the full amount of the Transaction Day fee collected from each Rental Car customer.

2. Additional fees may include charges for special items or activities including, but not limited to, employee parking and badging fees. The Airport Authority may assess reasonable,

non-discriminatory charges for these special items or activities. All new charges will be reviewed with Concessionaire prior to implementation. Other charges payable by Concessionaire, shall be paid by Concessionaire to Airport Authority no later than thirty (30) days following receipt by Concessionaire of billing therefor.

d. Any and all payments due to the Airport Authority by Concessionaire shall be made payable to "Evansville Vanderburgh Airport Authority District" and remitted to the following address:

Evansville Regional Airport
Evansville Vanderburgh Airport Authority District
Attn: Executive Director
7801 Bussing Drive
Evansville, IN 47725-6799

e. Year End Adjustments to Privilege Fees, Rents and Fees.
Upon receipt of Concessionaire's annual certified statement described in Section 6(b), a year end reconciliation of the Privilege Fee will be performed comparing the Percentage Fee to the Minimum Annual Guarantee as determined by Section 5.1(a). In the event the amount of payments made during the preceding calendar year exceeds the total of any payments due for such calendar year, the excess payment shall be credited against the payments for the next calendar year, except that any excess payment during the final calendar year of this Agreement will be returned to the Concessionaire within thirty (30) days after the Airport Authority's acceptance of the final certified statement described in Section 6(b).

f. Concessionaire's Right of Abatement. In any contract year when the total deplanements at the Airport decline by 15% or more as compared to the prior contract year, the Concessionaire's MAG for such contract year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the Airport Authority reasonably determines during any contract year that a MAG reduction is likely, the Airport Authority may waive the Concessionaire's obligations to remit the monthly 1/12th MAG installment payments for any period of time the Airport Authority deems appropriate in its sole discretion, but Concessionaire shall continue to remit the Percentage Privilege Fee each month regardless.

SECTION 6 – ACCOUNTING RECORDS

Subsection 6.1 Statements, Books, and Records; Delinquent Rentals.

a. Monthly Statements; Books and Records. Within twenty (20) days after the close of each calendar month of the term of this Agreement, Concessionaire shall submit to Airport Authority, in such detail and on the statement form designated as Exhibit B or as may reasonably be specified by Airport Authority, certain information, including but not limited to, the number of

Transactions executed during the preceding month, the number of Transaction Days Motor Vehicles were rented during the preceding month, and the statement of its Gross Revenues during the preceding month upon which the percentage payments to Airport Authority set forth in Subsection 5.1 a. (2) are to be computed, said Exhibit B statement to be signed by a responsible accounting officer of Concessionaire. Airport Authority reserves the right to change the form of the monthly statement, upon sixty (60) days prior written notice, and to require the submission by Concessionaire of other information pertaining to the Gross Revenues hereunder, and Concessionaire agrees to change the form of its statements to that requested by Airport Authority and to provide any such additional information Airport Authority may reasonably request. Concessionaire shall keep full and accurate books and records showing all of its Gross Revenues hereunder, and Airport Authority shall have the right, through its representatives and at reasonable times, at its own expense, to inspect, examine, copy and audit such books and records. Concessionaire hereby agrees that all such books and records will be made available to Airport Authority for at least three (3) years following the termination of this agreement.

b. Annual Certified Statements. Each year during the term of this Agreement, Concessionaire shall provide to Airport Authority a written statement, certified by an independent Certified Public Accountant, to Airport Authority stating that in his or her opinion the Percentage Fees paid by Concessionaire to Airport Authority during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Said statement shall be submitted by Concessionaire, to be received by Airport Authority within ninety (90) days of the end of each calendar year. Such statement shall also contain a list of the Gross Revenues, by month, as shown on the books and records of Concessionaire and which were used to compute the Percentage Fee payments made to Airport Authority during the period covered by said statement.

c. Delinquent Rentals and Fees. Without waiving any other right or action available to Airport Authority in the event of default in the payment of charges or fees payable to Airport Authority, pursuant to this Agreement, Concessionaire shall pay to Airport Authority a late payment fee of Fifty Dollars ($50.00) per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such payment was due and payable until paid.

Subsection 6.2 Audit. Airport Authority reserves the right to audit Concessionaire's books and records pertaining to the Leased Premises, at its own expense, at any time for the purpose of verifying the Gross Revenues and Privilege Fee calculation hereunder up to a period of three (3) years after termination of this agreement. If, however, as a result of such audit, it is established that Concessionaire has understated the Gross Revenues received from all operations at the Leased Premises by two percent (2%) or more (after the deductions and exclusions herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Privilege Fee due shall forthwith be paid by Concessionaire to Airport

Authority with interest thereon at one and one-half percent (1.5%) per month from the date such additional Privilege Fee became due.

SECTION 7 – INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING, AND EQUIPPING OF LEASED PREMISES

Subsection 7.1 - Building Services

a. Airport Authority Improvements and Services. Airport Authority shall initially insure and provide occupancy of the Leased Premises to Concessionaire with said Leased Premises meeting all federal, state and local code requirements for the operation of a rental car concession. Airport Authority shall provide and maintain, water, sewer, general lighting, electrical power, and heating and air-conditioning for the Terminal Building. Heating and air conditioning and electrical service are provided to the Leased Premises only. If Concessionaire requires additional lighting, electrical power, water, telephone outlets, or adjustments to the air-conditioning system, such additional improvements or services shall be subject to the prior written approval of Executive Director, and any such approved improvements or services shall be made at Concessionaire's expense.

b. Concessionaire's Right to Additional Services. Concessionaire shall have the right, at its own expense, to request and receive telephone services or communication systems, provided that any such services or systems shall require the written approval of Executive Director before installation.

Subsection 7.2 - Approval of Plans and Specifications; Provision of Drawings.

a. General. Any improvements to be made to or upon the Leased Premises by Concessionaire, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of Executive Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Executive Director before any work or construction is commenced, which shall not be unreasonably withheld or delayed. First-class standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of Executive Director. Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Executive Director for review prior to commencement of construction; after final approval by the Executive Director, Executive Director shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

b. Improvements Conform to Statutes, Ordinances, Etc. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefore, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, ul. Any approval given by Airport Authority shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Concessionaire.

c. Approvals Extend to Architectural and Aesthetic Matters. Approval of Airport Authority shall extend to and include architectural and aesthetic matters and Airport Authority reserves the right to reasonably reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Executive Director approval.

d. Disapprovals. In the event of disapproval by Airport Authority of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Executive Director. Airport Authority agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Airport Authority, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of Executive Director.

e. Provision of As-Built Drawings. Upon completion of any construction project, Concessionaire shall provide Airport Authority two (2) completed sets of as-built drawings in reproducible form as specified by Airport Authority. Concessionaire agrees that, upon the request of Airport Authority, Concessionaire will inspect the Leased Premises jointly with Airport Authority to verify the as-built drawings.

SECTION 8 – TITLE TO IMPROVEMENTS, STRUCTURAL ALTERATIONS, ETC.

Subsection 8.1 Title. All improvements made to the Leased Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, shall be and remain the property of Concessionaire until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture or otherwise), at which time said improvements, except for Trade Fixtures, personal property, and expendables, shall become the property of Airport Authority, at no cost to Airport Authority.

Subsection 8.2 Structural Alterations. Concessionaire shall make no structural alterations to the Leased Premises without the prior written consent of Executive Director.

Subsection 8.3 Alterations and Improvements to Airport. Concessionaire acknowledges that from time to time Airport Authority may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Terminal Building which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate Airport Authority in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to Airport Authority, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of Airport Authority substantially impair the operations of Concessionaire under this Agreement, the Minimum Annual Guarantee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being reasonably determined by Executive Director. Concessionaire agrees that if relocation is required, upon ninety (90) days written notice (excluding relocations required for safety or emergency purposes), that Concessionaire shall move its operations as reasonably directed by Executive Director and said move is at Airport Authority's expense as determined by the Executive Director. If the Airport Authority elects to relocate Concessionaire during the term of this Agreement, the Airport Authority will reimburse reasonable and necessary costs associated with the relocation as determined by the Airport Authority in advance of the relocation.

If, during the term of this Agreement, the Airport Authority or Concessionaire determine the need exists to install electric vehicle charging stations on the Premises, the design and installation will be coordinated and approved in writing in advance with the Airport Authority.

Subsection 8.4 Removal and Demolition. Concessionaire shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises without the prior written consent of the Executive Director which may, at its sole discretion, condition such consent upon the obligation of Concessionaire, at Concessionaire's cost, to replace the same by an improvement specified in such consent.

SECTION 9 – MAINTENANCE OF PREMISES AND UTILITIES

Subsection 9.1 Airport Maintenance Obligations.

a. General Maintenance and Operation. Airport Authority agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the Airport, including the Terminal Building and all appurtenances, facilities, and services now or hereafter connected therewith. Specifically included in this obligation is the maintenance of building systems, queuing space in front of the rental car concession counters, and pavement repair for the ready return parking.
b. Structural Maintenance. Airport Authority shall provide, or cause to be provided, structural maintenance of the Terminal Building and shall provide, or cause to be provided, the washing of all windows (on the outside of the Terminal Building only) in the Leased Premises at periodic intervals.
c. Maintain Access. Airport Authority shall, throughout the term of this Agreement, maintain all airport-owned roads on the Airport giving access to the Terminal Building in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal Building over said road. Airport Authority reserves the right to reasonably restrict access to the Terminal Building area for automobile deliveries during peak activity periods.

Subsection 9.2 Concessionaire's Maintenance Obligations.

a. Concessionaire's General Obligations. Except for maintenance of the Terminal Building, as provided in Subsection 9.1, Concessionaire shall be obligated, without cost to Airport Authority, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. All such maintenance and repairs shall be at least of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Executive Director. Concessionaire shall be obligated, without cost to Airport Authority, to provide custodial service to Leased Premises, excluding the queuing space in front of the rental car concession counters for which the Airport Authority will provide custodial services.

b. Hazardous Conditions. Upon discovery, Concessionaire shall immediately give oral notice to Airport Authority of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately upon receipt of oral notice from the Executive Director. At the direction of said Executive Director, Concessionaire shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.

c. Trash and Refuse. Airport Authority shall provide, at no cost to Concessionaire, a container for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from Airport in a reasonably clean and orderly condition so as not to unduly attract rodents, pests, or birds, or create an offensive odor.

d. Transporting Trash and Refuse. In transporting trash and refuse from the Leased Premises, Concessionaire shall ensure that trash is not strewn around while taking refuse to the dump site. Such disposal shall take place during hours as may be approved by the Airport Authority.

Subsection 9.3 Utilities.

a. Airport Authority shall provide the Leased Premises with heat and air-conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Concessionaire's activities.

b. Airport Authority shall provide electricity to the Leased Premises by means of wiring installations, and Concessionaire shall make such connections as required and permitted by building code. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring installation in place.

SECTION 10 – LIENS, PAYMENT, AND PERFORMANCE BONDS

Subsection 10.1 Construction Surety Bond. Concessionaire shall not allow any liens or encumbrances to be attached to the Leased Premises. Prior to the commencement of any construction or alteration hereunder which exceeds $10,000 in cost, Concessionaire or its contractor shall furnish to Airport Authority, and without expense to Airport Authority, a surety bond, issued by a surety company licensed to transact business in the State of Indiana and satisfactory to and approved by Airport Authority with Concessionaire's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction or alteration of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract and shall protect Airport Authority from any liability, losses, or damages arising there from.

Subsection 10.2 Security, Performance Bond. During the term of this Agreement, the Airport Authority shall require the Concessionaire to deliver (and thereafter maintain current for the entire term of this Agreement) an instrument of security in a form satisfactory to the Airport Authority, in its sole discretion, in the amount of twenty-five percent (25%) of the average of the Concessionaire’s five years Minimum Annual Guarantees in Section 5.1(a), in order to secure the performance of all of Concessionaire’s obligations under this Agreement, including without limitation, the payment of all the percentages, minimums, fees, charges and costs set out herein. Said security may be in the form of a Performance bond.

SECTION 11 – OPERATION OF LEASED PREMISES: HOURS AND DELIVERIES

Subsection 11.1 Hours of Operation.

a. Concessionaire shall actively operate in the Leased Premises and shall use a business-like operation therein. The Concessionaire shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. Minimum of Counter Service Operations are from 9:00 a.m. or one-half hour prior to the first scheduled arrival, whichever is earlier, until one-half hour after the actual arrival time of the last flight unless other operating hours are approved in writing by the Executive Director. Concessionaire’s online reservation system must allow for rentals through the last arriving flight. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Concessionaire may advise the Executive Director of Concessionaire's analysis of the optimum arrangements, but the final determination shall be made by the Executive Director based on their analysis of necessary service to the public.

Subsection 11.2 Delivery of Vehicles and Goods. Concessionaire shall arrange for the timely delivery of all Motor Vehicles and supplies, at such times, in such locations(s), and by such routes as determined by Airport Authority. Concessionaire shall abide by all Transportation Security Administration (TSA) requirements for parking of Motor Vehicles near the Terminal Building.

SECTION 12 – QUALITY AND CHARACTER OF SERVICE

Subsection 12.1 Type of Operation. Concessionaire shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Executive Director, does not unduly annoy, disturb, or offend others at the Airport.

Subsection 12.2 Services to the General Public. Concessionaire understands and agrees that its operation at the Airport necessitates the rendering of public services such as giving directions, and generally assisting the public.

Subsection 12.3 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

Subsection 12.4 Personnel.

a. General. Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate name tags, subject to the approval of the Executive Director, and employees will be appropriately dressed. Clothing will be neat and clean and present a professional appearance. Executive Director shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

b. Manager. The management, maintenance, and operation of the Leased Premises and the concession conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties.

Subsection 12.5 Operation of Motor Vehicles by Authorized Personnel. Concessionaire shall ensure that personnel and authorized representatives do not race, speed, or operate motor vehicles in an unsafe manner on Airport property. Any violations observed by Airport Authority will be reported to Concessionaire's appointed manager for immediate correction and discipline by Concessionaire. Should this behavior continue, Airport Authority shall have the option of requesting that employee be removed from the Airport. The Airport Authority may assess an operations violation as so provided.

Subsection 12.6 Operations Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to Airport Authority. Additionally, Airport Authority resources will be expended in dealing with violations of this Agreement by Concessionaire. The parties hereby agree that total damages sustained by to Airport Authority for violations of the provisions of this Agreement addressing this subject matter could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Airport Authority. Concessionaire, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by to Airport Authority the following amounts as liquidated damages upon the occurrence of breaches, in any contract year, related to operation violations:

- $100 per occurrence - first occurrence
- $200 per occurrence – second occurrence
- $300 per occurrence - third occurrence
- $1,000 per occurrence – fourth or more occurrences

Liquidated damage amounts shall not be imposed unless the violation continues for more than three (3) calendar days after Airport Authority has given Concessionaire written notice (and this written notice may be in the form of an email) of the violation; provided, however, after Airport Authority has given Concessionaire notice of the same violation more than twice during any calendar year, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction.

For hours of operations violations, liquidated damages shall be as follows:

- $100 per hour or portion thereof, during which location is not open - first occurrence
- $200 per hour or portion thereof, during which location is not open - second occurrence
- $300 per hour or portion thereof, during which location is not open - third occurrence
- $1,000 per hour or portion thereof, during which location is not open - four or more occurrences

For violations regarding the minimum hours of operation, the liquidated damages shall be incurred immediately and without notice upon violation.

Airport Authority's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit Airport Authority from doing so for subsequent violations. After two (2) violations of the same type in the same calendar year, Airport Authority reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

SECTION 13 – NONDISCRIMINATION

Subsection 13.1 General Civil Rights Provisions. In its activities within the scope of its airport program, the Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

Subsection 13.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire"), agrees as follows:

a. Compliance with Regulations: The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
b. Nondiscrimination: The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Concessionaire 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 the Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
d. Information and Reports: The Concessionaire 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 the Sponsor or the Federal Aviation Administration to be pertinent to ascertain

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Concessionaire's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   1. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
   2. Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

Subsection 13.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Subsection 13.4 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

a. Concessionaire for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Nondiscrimination Acts And Authorities.
b. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Airport Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
c. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, Airport Authority will there upon revert to and vest in and become the absolute property of Airport Authority and its assigns.

SECTION 14 – INDEMNIFICATION AND INSURANCE

Subsection 14.1 Indemnification. To the fullest extent allowable by law, Concessionaire hereby indemnifies and shall defend and hold harmless, at Concessionaire's expense, Airport Authority, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Concessionaire, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on Airport Authority. Concessionaire's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the gross negligence or willful misconduct of Airport Authority, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as Airport Authority waiving its statutory limitation and/or immunities as set forth in the applicable Indiana Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Concessionaire shall reimburse Airport Authority, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Airport Authority, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Subsection 14.2 Concessionaire to Provide General Liability and Automobile Insurance. Concessionaire shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

a. Commercial General Liability Insurance of not less than $5,000,000 per occurrence for bodily injury, personal injury and property damage;
b. Automobile Insurance of not less than $5,000,000 per occurrence to include Hired and Non-owned Auto;
c. Pollution Liability Insurance of not less than $1,000,000; and
d. To the extent that Concessionaire employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Indiana statutory limits.

Subsection 14.3 Concessionaire to Provide All Risk of Direct Physical Loss Property Insurance. Concessionaire, at its own expense, shall insure all Leasehold Improvements and furnishings, fixtures and equipment for fire, extended coverage, vandalism, and malicious mischief. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. All at risk of direct physical loss property insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder and shall contain a waiver of subrogation provision in favor of the Airport Authority. Concessionaire and Airport Authority agree that any payments received by either from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of said Leasehold Improvements and repair or replacement of leasehold improvements, furnishings, fixtures and equipment.

Subsection 14.4 Both Concessionaire and Airport Authority to Carry Fire Insurance. It is understood that both Concessionaire and Airport Authority carry insurance in the form of fire, extended coverage, vandalism, and malicious mischief (hereinafter called "Insurance Coverage") on the leased structural part of the premises, permanent improvements and loss of income, (in the case of Airport Authority) and on Leasehold Improvements, furniture, furnishings, equipment, inventory and loss of income, (in the case of Concessionaire), and said Insurance Coverage authorizes a waiver of subrogation between Airport Authority and Concessionaire, and the parties wish to enter into such waiver of subrogation to the extent of the said Insurance Coverage; therefore, to the extent that Airport Authority collects under its Insurance Coverage, Airport Authority waives any and all claims against Concessionaire, its agents, servants, and employees, for loss or damage to Airport Authority's property resulting from risks included in said Insurance Coverage; and, to the extent that Concessionaire collects under its Insurance Coverage, Concessionaire waives any and all claims against Airport Authority, its agents, servants, and employees, for loss or damage to Concessionaire's property resulting from risks included in said Insurance Coverage. If this waiver by the parties shall render fully any such insurance policy or shall result in the denial of coverage for a party under such policy, then the provision paragraph shall be deemed to be null and void.

Subsection 14.5 Insurance Certificate. A certificate evidencing insurance required by Subsection 14.2 and 14.3 and listing Evansville Vanderburgh Airport Authority District as additional insured(s), shall be filed with Airport Authority prior to this agreement being executed by Airport Authority, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Airport Authority. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with Airport Authority. If such Insurance Coverage is canceled or reduced, Concessionaire shall within fifteen (15) days after receipt of written notice from Airport Authority of such cancellation or reduction in coverage, file with Airport Authority a certificate showing that the required insurance has been reinstated or provided through another insurance Concessionaire or companies.

SECTION 15 – DAMAGE OR DESTRUCTION OF PREMISES IN TERMINAL BUILDING

Subsection 15.1 Partial Damage. If all or a portion of the Terminal Building premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenantable, the same will be repaired with due diligence by Airport Authority subject to the limitations of Subsection 15.4; provided, however, to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Airport Authority for the cost and expenses insured in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees.

Subsection 15.2 Extensive Damage. If the damages referred to in Subsection 15.1 shall be so extensive as to render the Terminal Building premises untenantable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Airport Authority subject to the limitations of Subsection 15.4; and, the charges payable herein for the Minimum Annual Guarantee under Subsection 5.1 shall abate from the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by Airport Authority's Engineers as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Airport Authority for the cost and expenses incurred in such repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees. Rents payable for the leased areas in the Terminal Building and/or Ready/Return Block will only abate if the Airport Authority is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.3 Complete Destruction. In the event the Terminal Building premises are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they are untenantable and cannot be replaced for more than thirty (30) days, Airport Authority shall undertake the repair, replacement, and reconstruction of said Leased Premises; and charges payable herein for the Minimum Annual Guarantee under Subsection 5.1, shall abate as of the time of such damage or destruction until such time as the said Leased Premises are fully restored and certified by Airport Authority's Executive Director as ready for occupancy; provided, however, the said fees and charges will not abate and to the extent that such damage or destruction is not covered by insurance, Concessionaire shall be responsible for reimbursing Airport Authority for the costs and expenses incurred in said repair to the extent that the damage is caused by the negligent act or omission of Concessionaire, its subConcessionaires, agents, or employees; provided further, however, if within 120 days after the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety. Rents payable for the leased areas in the Terminal Building and/or Ready/Return Block will only abate if the Airport Authority is unable to provide alternative space for Concessionaire to conduct its business.

Subsection 15.4 Limits of Airport Authority's Obligations Defined. It is understood that, in the application of the foregoing Subsections, Airport Authority's obligations shall be limited to repair or reconstruction of the Terminal Building premises to the same extent and of equal quality as obtained at the commencement of operations hereunder, subject to funding and appropriation. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of Concessionaire and any such redecoration and refurnishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 16 – CANCELLATION

Subsection 16.1 Cancellation by Concessionaire. Concessionaire may cancel this Agreement and terminate all its obligations hereunder upon or after the happening of one or more of the following events and provided that Concessionaire is not in default in the payment of any fees or charges to Airport Authority:

a. The abandonment of the Airport as an airline terminal or the removal of all certificated passenger airline service from the Airport for a period of no less than thirty (30) consecutive days.
b. The inability of Concessionaire to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or Airport Authority, preventing Concessionaire from operating its business; provided, however, that such inability or such order, rule, or regulation is not primarily due to any fault of Concessionaire.
c. The material breach by Airport Authority in the performance of any covenant or agreement herein required to be performed by Airport Authority and the failure of Airport Authority to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

Subsection 16.2 Cancellation by Airport Authority. Airport Authority may cancel this Agreement and terminate all of its obligations hereunder at any time that Airport Authority is not in default, upon or after the happening of any of the following events:

a. Concessionaire shall file a voluntary petition in bankruptcy; or
b. Proceedings in bankruptcy shall be instituted against Concessionaire and Concessionaire is thereafter adjudicated bankrupt pursuant to such proceedings; or
c. A court shall take jurisdiction of Concessionaire and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or
d. A receiver of Concessionaire's assets shall be appointed; or
e. Concessionaire voluntarily abandons its conduct of its business at the Airport for a period of thirty (30) days, except if such is due to a labor strike or labor dispute in which Concessionaire is involved; or
f. Any assignment is made by Concessionaire for the benefit of its creditors; or
g. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, Airport Authority shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for fifteen (15) days after the

receipt of such notice by Concessionaire, Airport Authority may, after the lapse of said fifteen (15) day period, cancel this Agreement, without forfeiture, waiver, or release of Airport Authority's rights to any sum of money due or to become due under the provisions of this Agreement. In the event a material breach cannot be cured within fifteen (15) days as reasonably determined by the Airport Authority, Concessionaire shall initiate curative actions within fifteen (15) days and such actions shall be pursued to conclusion. At the discretion of the Airport Authority, if the Concessionaire's efforts do not provide for timely cure of the breach, Airport Authority may cancel this Agreement, without forfeiture, waiver, or release of Airport Authority's rights to any sum of money due or to become due under the provisions of this Agreement.

h. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Concessionaire, for a period of at least thirty (30) days, from its Airport operation.

Subsection 16.3 Termination. Should an early termination of this Agreement occur pursuant to the terms of Subsection 16.2 hereof, Airport Authority shall have the right to re-enter the Leased Premises, make repairs as necessary, and enter into another agreement for the Leased Premises and privileges, or any part thereof, for the remainder of the term hereof.

Subsection 16.4 Notice of Termination. If any of the events enumerated in Subsections 16.1 and 16.2 shall occur and after due notice the defaulting party has failed to cure or correct same, the complaining party may, at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 17 – NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 18 – SURRENDER OF POSSESSION

Concessionaire shall, upon termination of this Agreement or cancellation, quit and deliver up the Leased Premises and privileges to Airport Authority peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Airport Authority, reasonable use and wear thereof excepted. In addition to any lien provided by Indiana law, Airport Authority shall have a specific lien on all property of Concessionaire, and related equipment on the Leased Premises as security for nonpayment, excluding Concessionaire's vehicles. Concessionaire shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on or about the Leased Premises; subject however, to any valid lien which Airport Authority may have thereon for unpaid charges or fees.

SECTION 19 – TAXES AND LICENSES

The Concessionaire (and any successor in interest) covenants that it shall properly elect at the time the lease is executed to irrevocably waive depreciation and investment tax credit with respect to the leased property and/or Leased Premises. The Concessionaire agrees to retain a copy of such election in its records for the entire term of the lease. The Concessionaire further covenants that any publicly recorded document which is recorded in lieu of the lease will also state that neither the Concessionaire nor any successor in interest under the lease will claim depreciation or an investment credit with respect to the leased property. The term "leased property" for purposes of the foregoing election shall exclude any property (including fixtures, etc.) which was not financed with the proceeds of any "tax-exempt bond", as such term is defined by Section 150 (a)(6) of the Internal Revenue Code of 1986 (the "Code"). Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Airport Authority shall assist Concessionaire where necessary in obtaining said permits.

SECTION 20 – INSPECTION OF PREMISES

Airport Authority or its duly authorized representatives, or agents, and other persons for it, may enter upon said Leased Premises at any and all reasonable times during the term of this Agreement for the purpose and conditions hereof or for any other purpose incidental to rights of Airport Authority. Except in the case of an emergency or previous arrangement with the Concessionaire, Airport Authority's entry into the Leased Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.

SECTION 21 – HOLDING OVER

Should Concessionaire holdover said Leased Premises after this Agreement has terminated in any manner, Concessionaire shall continue such holding over as a month-to-month tenant, which may be terminated upon thirty (30) days written notice by either party. In the event of such holding over, Airport Authority shall be entitled to collect from Concessionaire, 1.1 times the amount of Year Five's minimum annual guarantee. All other terms and conditions in such holdover shall be the same as herein provided.

SECTION 22 – QUIET ENJOYMENT

Airport Authority agrees that Concessionaire, upon payment of the fees and charges and all other payments to be paid by Concessionaire under the terms of this Agreement, and upon observing and keeping the agreements and covenants of this Agreement on the part of Concessionaire to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Agreement.

SECTION 23 – NO LIENS

Concessionaire shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of the Leased Premises by Concessionaire, and shall keep said Leased Premises and Concessionaire's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Concessionaire's act or omission.

SECTION 24 – SECURITY AGREEMENTS

Airport Authority shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other landside tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Concessionaire shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Concessionaire, shall not in any way be construed to limit or reduce the obligations of Airport Authority hereunder.

SECTION 25 – AGREEMENT SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the Airport Authority and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Airport Authority for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Airport. Should the effect of such Agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, Airport Authority shall terminate this Agreement.

SECTION 26 – RIGHTS AND PRIVILEGES OF AIRPORT AUTHORITY

a. Airport Authority shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Airport, Airport Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA, and any future changes prescribed from time to time by the FAA.
b. Airport Authority's Executive Director is hereby designated as its official representative for the enforcement of all provisions in this Agreement with full power to represent Airport Authority with dealings with Concessionaire in connection with the rights herein granted.
c. The Executive Director or designee may enter upon the Leased Premises, now or hereafter leased to Concessionaire hereunder, at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental

functions. Except in the case of an emergency or previous arrangement with the Concessionaire, Executive Director or designee's entry into the Leased Premises shall be during reasonable business hours after providing reasonable advance notice, and in the presence of Concessionaire's representative.

d. Airport Authority reserves the right to further plan, develop, improve, remodel and/or reconfigure the Airport, including the Leased Premises and existing vehicle and pedestrian traffic patterns, as the Airport Authority deems appropriate, regardless of the desires or views of Concessionaire, and without interference or hindrance.

e. During the time of war or National Emergency, Airport Authority shall have the right to lease the landing area of the Airport, or any part of the Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

f. Airport Authority hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.

g. Airport Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Airport Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

h. Airport Authority may from time to time increase the size or capacity of any such public aircraft facilities or passenger Terminal Building or common use portion of the Airport or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

i. This Agreement at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport Certification Regulations (14 CFR Part 139) or Transportation Security Administration (TSA) Security Regulations (49 CFR Part 1542), result in major expenditures to Airport Authority due to Concessionaire's tenancy on the Airport. If said renegotiation is desired, written notice must be given to Concessionaire sixty (60) days prior to such renegotiations.

SECTION 27 – ACCESS CONTROL

a. Concessionaire shall upon termination of this agreement return all issued keys to Airport Authority. If all issued keys are not returned to Airport Authority at the termination of this Agreement Concessionaire shall pay to Airport Authority cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

b. Concessionaire is responsible for all keys issued to employees of Concessionaire. If a key is lost, Concessionaire shall immediately notify Airport Authority and shall pay to Airport Authority cost to re-core premises locks and cut new keys at the rate set at the time of such re-core.

c. Concessionaire is ultimately responsible for all access media issued to Concessionaire employees including all fees levied for failure to return said access media.

SECTION 28 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Executive Director, manager, member, partner or employee of Airport Authority have any personal liability arising out of this Agreement, and Concessionaire shall not seek or claim any such personal liability.

SECTION 29 – GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Indiana. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Vanderburgh County, Indiana. Each party waives its right to challenge venue.

SECTION 30 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 31 – NOTIFICATION

Concessionaire shall:

a. As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify Airport Authority in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Concessionaire with respect thereto.

b. Promptly notify Airport Authority of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Concessionaire contained in this Agreement to be untrue.

c. Notify Airport Authority, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Concessionaire or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Concessionaire or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Concessionaire or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 32 – SEVERABILITY

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 33 – ASSIGNMENT, SUBLET, AND TRANSFER

Concessionaire shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of Airport Authority. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Concessionaire shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

SECTION 34 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 35 – CONFLICTS OF INTEREST

Concessionaire covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Concessionaire further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Concessionaire or its employee must be disclosed to Airport Authority

SECTION 36 – ENTIRE AND SUPERSEDING AGREEMENT

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

SECTION 37 – AMENDMENT

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

SECTION 38 – TIME COMPUTATION

Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

SECTION 39 – NOTICES

Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Airport Authority: Evansville Regional Airport
Evansville Vanderburgh Airport Authority District
7801 Bussing Drive
Evansville, IN 47725-6799

To the Concessionaire: ______________________________
____
____

SECTION 40 – PUBLIC RECORD LAW

Concessionaire understands and acknowledges that Airport Authority is subject to the Indiana Access to Public Records Act ("APRA"). As such, Concessionaire agrees to retain all records as defined by APRA applicable to this Agreement for the period(s) specified therein after the termination or expiration of this Agreement. Concessionaire agrees to assist Airport Authority in complying with any public records request that Airport Authority receives pertaining to this Agreement. Additionally, Concessionaire agrees to indemnify and hold harmless Airport Authority, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Concessionaire's actions or omissions which contribute to Airport Authority's inability to comply with APRA. This provision shall survive the termination of this Agreement.

SECTION 41 – CONSTRUCTION

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

SECTION 42 – NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 43 – COMPLIANCE WITH LAW

The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

SECTION 44 – FORCE MAJEURE

Airport Authority shall not be responsible to Concessionaire and Concessionaire shall not be responsible to Airport Authority for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, was, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 45 – GOOD STANDING

Concessionaire affirms that it is a Concessionaire duly formed and validly existing and in good standing under the laws of the State of Indiana and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Concessionaire is duly licensed or qualified to do business and is in good standing in the State of Indiana and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 46 – INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 47 – NO INTERFERENCE

The Concessionaire and Airport Authority agree that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.

SECTION 48 – AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 49 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 50 – SURVIVAL

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

By: ________________________________

CONCESSIONAIRE:

By:________________________________

Date: ________________________________

AIRPORT AUTHORITY:

ATTEST:

By: ________________________________

EVANSVILLE VANDERBURGH AIRPORT
AUTHORITY DISTRICT

By:________________________________

Nathaniel T. Hahn
Executive Director

Date: ________________________________

EXHIBIT A1 – Leased Premises – Counter/Office/Queuing

EXHIBIT A2 – Leased Premises – Parking Block

EXHIBIT B – Sample Monthly Reporting Form

EVANSVILLE REGIONAL AIRPORT

RENTAL CAR MONTHLY REPORT OF GROSS REVENUES
FOR MONTH OF_____________

Company Name: ____

Address: ____

City, State, Zip: ____

Contact Name: ____

Phone Number: ____

GROSS RENTAL REVENUE: __________________

Percentage Fee (10%) __________________

Less: Monthly Guarantee paid 1st of month: __________________

(1) Privilege Fee Balance Due: __________________

Number of Transaction Days: __________________

(2) CFC Due (@ $_____ per Transaction Day): __________________

Amount Due with this report (1) + (2): __________________

Number of Transactions __________________

Company Official Signing and Certifying accuracy of Information on this report:

Signature: ____

Typed Name and Title: ____

Date signed: ____

Payments should be made payable to the "Evansville Vanderburgh Airport Authority District."

REMIT THIS FORM AND PAYMENT TO: Evansville Regional Airport
Evansville Vanderburgh Airport Authority District
Attn: Executive Director
7801 Bussing Drive
Evansville, IN 47725-6799