

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009 Consent Regular
 Workshop Public Hearing
Submitted By: Department of Airports

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to receive and file: Four (4) original Agreements for the Department of Airports.

- A. Agreement to Terminate Hangar Lease Agreement with Arthur J. Dreyer, Unit 8, Building 11720 at North County Airport, terminating R-2008-1743 on 9/30/2009. (AH)
- B. Executive Hangar Lease Agreement with Mustang Air, Inc., Unit 6, Building 11250, at North County General Aviation Airport for one (1) year, automatically renewed at one (1) year intervals, commencing 9/1/2009. (AH)
- C. Agreement for Rental Car Lease and Concession at Palm Beach International Airport with Vanguard Car Rental USA Inc., for two (2) years commencing 10/1/2009 terminating 9/30/2011. (AH)
- D. Nonconcessionaire Rental Car and Parking Lot Operator Ground Transportation Permit with Fort Lauderdale Auto Leasing Corp. d/b/a Sunshine Rent A Car a/k/a Fox Rent A Car, automatically renewed at one (1) year intervals, commencing 10/1/2009. (AH)

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-2004-1367, R-2009-0974, R-2009-1073 and R-2009-1267. Countywide

Background and Justification: N/A

Attachments: Four (4) Standard Agreements for the Department of Airports

Recommended By:  9/28/09
Department Head Date

Approved By:  10/2/09
County Administrator Date

**AGREEMENT TO TERMINATE
HANGAR LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
Arthur J. Dreyer**

This Agreement (this "Agreement") is made and entered into SEP 19 2009, 20__ by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Arthur J. Dreyer, whose address is 1285 Park Lane, West Palm Beach, Florida, 33417-5952 (the "LESSEE").

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the North County General Aviation Airport (the "Airport") located in Palm Beach County, Florida; and

WHEREAS, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated August 28, 2008 (R-2008-1743) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 8, building 11720 on Airport property; and

WHEREAS, LESSEE has requested to terminate the Hangar Lease Agreement; and

WHEREAS, COUNTY has no objection to the termination of the Hangar Lease Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective September 30, 2009 (the "Termination Date").
3. COUNTY shall not return LESSEE's security deposit.
4. This Agreement shall become effective upon execution by the parties hereto.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY, a political
Subdivision of the State of Florida
BY ITS DIRECTOR OF AIRPORTS**

Witnesses:
Connie Shoffner
Signature

Connie Shoffner
Print Name

Jeffrey S. Bolton
Signature

Jeffrey S. Bolton

Print Name

By: Don Kelly
County Administrator or designee

Witnesses:

Martha Laverghetta
Signature

Martha Laverghetta
Print Name

Jeffrey S. Bolton
Signature

JEFFREY S. BOLTON
Print Name

LESSEE: Arthur J. Dreyer

By: Art Dreyer

ART DREYER
Print Name

Title: OWNER

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: Anne Delgado
County Attorney

EXECUTIVE HANGAR LEASE AGREEMENT

**Department of Airports
Palm Beach County, Florida**

Mustang Air, Inc.

LESSEE

EXECUTIVE HANGAR LEASE AGREEMENT

THIS EXECUTIVE HANGAR LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of SEP 19 2009, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, ("COUNTY"), and Mustang Air, Inc., a Delaware corporation, authorized to do business in the State of Florida, whose address is 11250 Aviation Blvd., Unit 6, West Palm Beach, Florida, 33412, ("LESSEE").

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the North County General Aviation Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, COUNTY has certain aircraft hangar facilities at the Airport, which are available for Lease; and

WHEREAS, LESSEE desires to lease such facilities for the purposes described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

ARTICLE 1 TERM

1.01 **Term**. The term of this Lease shall commence on September 1, 2009 (the "Commencement Date") and terminate on August 31, 2010 (the "Initial Term"), unless terminated earlier as provided for herein.

1.02 **Renewal Term**. Upon the expiration of the Initial Term, this Lease shall be automatically renewed at one (1) year intervals thereafter (each such term referred to as a "Renewal Term", and the "Initial Term" and "Renewal Term" are collectively referred to as the "Term"); provided, however, either party may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current Term. All terms and conditions of this Lease shall be applicable during each Renewal Term.

ARTICLE 2 PREMISES AND PRIVILEGES

2.01 **Description of Premises Leased**. The premises hereby leased consist of that certain aircraft hangar facility, Unit Number 6 (the "Unit") containing approximately 3,906 square feet of space, located within Building Number 11250 (the "Building") at the Airport, together with the through-way ramp area located immediately adjacent to and extending from the south side of the Unit to the north edge of the taxi-way, all as more particularly identified on Exhibit "A" (collectively, the "Premises"), attached hereto and made a part hereof.

2.02 **Description of Specific Privileges, Uses and Rights**. In addition to the general privileges, uses and rights described herein, COUNTY hereby grants to LESSEE the right to improve, operate and maintain the Premises, including all necessary appurtenances thereto, to be used for the sole purpose(s) of aircraft storage.

2.03 **Description of General Privileges, Uses and Rights**. COUNTY hereby grants to LESSEE the following general privileges, uses and rights all of which shall be non-exclusive on the Airport:

A. The general use, in common with others, of all public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to the Airport, to be used by LESSEE and/or its authorized sub lessees in connection with its operations hereunder. For the purpose of this Lease "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, not specifically leased to or under the contractual control of others.

B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport for LESSEE, its agents and employees, patrons and invitees, suppliers of service and furnishers of material. The aforementioned right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Nothing herein contained shall be construed to grant to LESSEE the right to use any space or area improved or unimproved, which is leased to a third party or which COUNTY has not specifically leased herein.

2.04 **Restrictions of Privileges, Uses and Rights**. The rights granted hereunder are expressly limited to the improvement, operation and maintenance of the Premises pursuant to the terms of this Lease. The Premises shall not be used for habitation. The parking of boats, motor homes or inoperable vehicles and the stockpiling or storage of equipment and machinery within the Premises or any other area of the Airport is strictly prohibited.

2.05 Compliance with Minimum Standards. LESSEE agrees to comply with the requirements set forth in the Minimum Standards for Commercial Aeronautical Activities (R-2009-1073), as now or hereafter amended or superseded (the "Minimum Standards"), applicable to LESSEE's operations. In the event of a conflict between this Lease and the Minimum Standards, LESSEE acknowledges and agrees that, unless a variance is granted pursuant to the minimum standards, the more stringent requirement shall apply to LESSEE's operations hereunder, as determined by the Department.

2.06 Condition of Premises. LESSEE expressly acknowledges that it has inspected the Premises and Airport and accepts both in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. LESSEE further acknowledges that COUNTY has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for LESSEE's intended use; or LESSEE's legal ability to use the Premises for LESSEE's intended use.

ARTICLE 3 RENTAL

3.01 Rental. The initial annual rental to be paid to COUNTY by LESSEE for the Premises shall be \$27,342.00 per year, plus any applicable sales taxes as may be required by law.

3.02 Commencement and Time of Payment. Payment of rental by LESSEE to COUNTY shall commence upon the Commencement Date. Annual rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first (1st) day of each and every month throughout the Term and any extension thereof. If the Commencement Date occurs on a day other than the first (1st) day of a month, LESSEE shall pay rent from the Commencement Date to the first (1st) day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. All payments shall be made payable to the COUNTY's contracted Airport manager/operator and shall be mailed or delivered to the offices of same, which as of the date of this Lease is:

Landmark Aviation – F45
11600 Aviation Blvd. Suite 13
West Palm Beach, Florida 33412

COUNTY may change the payment procedure and/or the address to which payments are to be delivered from time to time. COUNTY will provide thirty (30) days written notice to LESSEE prior to any change in payment procedure or the address to which payments are to be delivered. Rental shall be deemed delinquent if payment is not received by the first (1st) business day of the month in which it is due.

3.03 Adjustment of Rental.

A. On October 1, 2010, and each three (3) year anniversary thereof (the "Adjustment Date"), the then current rental rate shall be adjusted in accordance with the provisions of this paragraph. The new rental rate shall be determined by an appraisal obtained by COUNTY, which shall set forth the fair market rental rate for the Premises, including any improvements located thereon. The appraisal shall be performed, at COUNTY's sole cost and expense, by a qualified appraiser selected by COUNTY. COUNTY shall notify LESSEE in writing of the new rates for the Premises. LESSEE shall commence paying the new rental rates on the Adjustment Date. The new rental rate shall not be less than the rental rate applicable to the prior period. This Lease shall automatically be considered as amended to reflect the new rental rate, without formal amendment hereto, upon COUNTY's written notification of the establishment of the new rental rate applicable to the Premises.

B. Notwithstanding any provision of this Lease to the contrary, rentals shall be established at all times to ensure compliance with the provisions of Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984, as amended and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

3.04 Sales, Use and Rent Taxes, Assessments, Personal Property Taxes. LESSEE shall pay before delinquency all personal property taxes and assessments which may be levied by any governmental authority against the Premises, on the property of LESSEE located in the Premises and on additions and improvements upon the Premises belonging to LESSEE. LESSEE shall also pay to COUNTY all sales taxes assessed by governmental authority against the rental payable hereunder even though the taxing statute or ordinance may purport to impose such sales tax against COUNTY. The payment of sales tax shall be made by LESSEE monthly, concurrent with the payment of rental.

3.05 Unpaid Rent. In the event LESSEE fails to make timely payment of any rentals and charges due and payable in accordance with the terms of this Lease, interest, at the rate of one and one-half percent (1½ %) per month, shall accrue against the delinquent payment(s) from the date due until the date payment is received. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

3.06 Security Deposit. Prior to the Commencement Date, LESSEE shall post a security deposit with COUNTY equal to three (3) monthly installments of rental ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to COUNTY and shall also secure the performance of all obligations of LESSEE to COUNTY pursuant to this Lease. The Security Deposit shall be either in the form of a cash deposit, a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond"). In the event LESSEE elects to provide a Letter of Credit or Bond, the Letter of Credit or Bond shall be in form and substance satisfactory to COUNTY, in its sole discretion. In the event of any failure by LESSEE to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease beyond applicable cure periods, then in addition to any other rights and remedies available to COUNTY at law or in equity, COUNTY shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, LESSEE shall immediately replace the Security Deposit with a new Bond, Letter of Credit or cash deposit in the full amount of the Security Deposit required hereunder. LESSEE shall increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder within thirty (30) days after notification by the Department of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term and any extension thereof and for a period of three (3) months after the termination of this Lease. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, LESSEE shall submit evidence in form satisfactory to COUNTY that such security instrument has been renewed or submit a cash deposit. Failure to renew a Letter of Credit or Bond or to submit a cash deposit or to increase the amount of the Security Deposit as required by this Section 3.06 shall: (i) entitle COUNTY to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Lease entitling COUNTY to all available remedies. The Security Deposit shall not be returned to LESSEE or released by COUNTY until all obligations under this Lease are performed and satisfied. Prior to consent from COUNTY to any assignment of this Lease by LESSEE, LESSEE's assignee shall be required to provide a Security Deposit to COUNTY in accordance with the terms and conditions of this Section 3.06.

3.07 Accord and Satisfaction. In the event LESSEE pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. COUNTY may accept any check or payment without prejudice to COUNTY's right to recover the balance due or to pursue any other remedy available to COUNTY pursuant to this Lease or under the law.

ARTICLE 4 CONSTRUCTION OF IMPROVEMENTS

4.01 Right to Install Improvements. LESSEE may construct and install, at its sole cost and expense, improvements within the Premises, subject to the prior written approval of the Department. All such improvements shall be of attractive construction and first-class design and shall comply with all applicable governmental laws, regulations, rules, and orders, shall follow standard construction methods and shall be completed in accordance with the plans and specifications approved by the Department. Prior to the commencement of construction, full and complete plans and specifications for all improvements shall be submitted to the Department for review and written approval. LESSEE further covenants and agrees that:

A. The construction and/or installation of improvements shall not interfere with the operation of the Airport or unreasonably interfere with the activities of other Airport tenants and users.

B. All construction and/or installation of improvements shall be: (i) completed at the sole risk of LESSEE; (ii) performed in accordance with all applicable governmental regulations, rules and laws and all applicable Federal Aviation Administration ("FAA") Advisory Circulars, Orders and policies; and (iii) subject to inspection by COUNTY. The Department may require any improvements constructed on the Premises in violation of this Article 4 to be removed and/or reconstructed at LESSEE's sole cost and expense.

C. LESSEE shall complete construction of all improvements within the time period specified in writing by the Department.

D. Upon completion of construction, LESSEE shall submit to the Department one complete set of as-built drawings for all improvements in the latest version of Auto Cad acceptable to the Department or such other form of documentation as specified by the Department together with a detailed statement of actual construction costs, for the permanent record of COUNTY. COUNTY reserves the right, through its authorized representatives, to undertake an audit of the actual construction costs and, if requested by the Internal Auditor of COUNTY, to require that said costs be certified by an independent Certified Public Accountant, acceptable to COUNTY.

4.02 Construction Bonds. LESSEE shall ensure that all improvements are constructed to completion in accordance with the approved plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. LESSEE, at its sole cost and expense, shall cause to be made, executed and delivered to COUNTY prior to commencement of any improvements to the Premises, a bond, drawn in a form and issued by a company approved by COUNTY, guaranteeing compliance by LESSEE of its obligations arising hereunder. COUNTY shall be named as a dual obligee on the bond(s).

4.03 Contractor Requirements. LESSEE shall require contractors to furnish for the benefit of COUNTY a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by COUNTY. LESSEE shall require its contractors to name COUNTY as a dual obligee on the bond(s). LESSEE shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of COUNTY endorsed thereon, in such amounts and in such manner as COUNTY's Risk Management Department may require. COUNTY's Risk Management Department may require additional insurance for any alterations or improvements approved hereunder, in such amounts as COUNTY's Risk Management Department determines to be necessary.

4.04 No Liens. LESSEE agrees that nothing contained in this Lease shall be construed as consent by COUNTY to subject the estate of COUNTY to liability under the Construction Lien Law of the State of Florida and understands that COUNTY's estate shall not be subject to such liability. LESSEE shall notify any and all parties or entities performing work or providing materials relating to any improvements made by LESSEE of this provision of this Lease. If so requested by COUNTY, LESSEE shall file a notice satisfactory to COUNTY in the Official Public Records of Palm Beach County, Florida, stating that COUNTY interest shall not be subject to liens for improvements made by LESSEE. In the event that a construction lien is filed against the Premises or other COUNTY property in connection with any work performed by or on behalf of LESSEE, LESSEE shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that LESSEE fails to transfer or satisfy such claim within the ten (10) day period, COUNTY may do so and thereafter charge LESSEE all costs incurred by COUNTY in connection with the satisfaction or transfer of such claim, including attorneys' fees, and LESSEE shall promptly pay to COUNTY all such costs upon demand, as additional rent.

ARTICLE 5 OBLIGATIONS OF COUNTY

COUNTY shall maintain the structure of the Building, including exterior walls, foundation, roof, exterior lighting (excluding trade signs, if any), pavement, security fencing, and utility cables to their point of connection with the Building and shall provide for the maintenance of the grassed and landscaped areas around the Building.

ARTICLE 6 OBLIGATIONS OF LESSEE

6.01 Maintenance and Repair. Except as otherwise provided for herein, LESSEE shall, at its sole cost and expense, maintain the Premises, improvements, and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable laws, regulations and rules of any governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the Department with respect to maintenance or repair of the Premises. The Department shall be the sole judge of LESSEE's performance under this Article 6 as to the quality of maintenance and repair. Upon written notice by the Department to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with Department's decision. If LESSEE has not made a good faith effort, as determined by Department, to begin to perform said maintenance or repair within ten (10) days after written notice and to diligently pursue the same to completion, COUNTY shall have the right to enter on the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to COUNTY for payment of the costs incurred by the COUNTY, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the COUNTY's invoice.

6.02 Utilities. LESSEE shall pay for all utilities used by it. LESSEE shall have the right, at its sole cost and expense, to connect to any and all utility mainlines or cables existing at the time of this Lease or installed during the Term.

6.03 Cleanliness of Premises; Grounds Maintenance. LESSEE shall, at its sole cost and expense, keep the Premises clean at all times and shall maintain and keep the through-way ramp area portion of the Premises free of obstructions in order to permit unrestricted movement of aircraft and equipment. LESSEE shall not deposit nor store any waste, garbage or refuse of any kind on any part of the Airport; provided, however, LESSEE may procure, together with other Building tenants, such appropriate waste disposal containers as prescribed by COUNTY. All costs associated with the maintenance of the waste disposal containers shall be the responsibility of those tenants having caused such containers to be placed at the Building. The placement of such containers shall be limited only to those areas as designated for such purpose by the Department. The Department reserves the right to limit the number of such containers. LESSEE shall not use any areas of the Airport in a manner that causes or results in dust, debris or waste of any kind to be blown about or raised so as to be ingested by aircraft or individuals, or otherwise interfere with or disturb the use or enjoyment by others of their premises or any non-leased areas of the Airport. The Department shall reasonably determine whether LESSEE is in compliance with the maintenance obligations as provided for herein and shall provide LESSEE with written notice of any violations of LESSEE's maintenance obligations. Immediately upon LESSEE's receipt of COUNTY's written notice of violation, LESSEE shall commence such corrective action as required by COUNTY or as may be necessary to remedy such non-compliance to satisfaction of COUNTY. If corrective action is not immediately initiated and pursued in a diligent manner to completion, the Department may cause the same to be accomplished and LESSEE hereby expressly agrees that LESSEE shall assume and be liable to COUNTY for payment of all the cleaning and grounds maintenance costs, plus twenty-five percent (25%) for administrative overhead. Such cleaning and grounds maintenance costs, plus the administrative cost, shall be due and payable to COUNTY within thirty (30) days of the date of COUNTY's written notice.

6.04 Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all personal property, inventory, equipment and facilities now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all laws, orders, rules, regulations and security directives of COUNTY, FAA, Transportation Security Administration ("TSA"), as now or hereafter amended, and of any and all other governmental entities that now or may hereafter have jurisdiction over security of the Airport. LESSEE fully understands that the police security protection provided by COUNTY is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and improvements constructed thereon, shall be the sole responsibility of LESSEE and shall involve no cost to COUNTY.

6.05 Criminal History Background Checks. LESSEE acknowledges that LESSEE and its employees, contractors and agents may be subject to federal and state criminal history record check requirements under federal, state and/or local laws, as may now exist or as may hereafter be enacted or amended, including, but not limited to the Palm Beach County Criminal History Record Check Ordinance (Ordinance No. 2003-030), as amended, which laws may require LESSEE to remove or restrict access of individuals who are not in compliance with the requirements of such laws. LESSEE shall comply with and require its employees, contractors and agents to comply with all federal, state and local criminal history record check requirements, including, but not limited to, the Palm Beach County Criminal History Record Check Ordinance and any access restrictions imposed thereunder. LESSEE acknowledges and agrees that its employees, contractors and agents, who will have access to a "critical facility", as defined in the Palm Beach County Criminal History Record Check Ordinance, will be subject to a national and state fingerprint based criminal history records check. LESSEE shall be solely responsible for the financial, scheduling and staffing implications associated with complying with the Palm Beach County Criminal History Record Check Ordinance.

ARTICLE 7 INSURANCE

LESSEE shall, at its sole expense, maintain in full force and effect at all times throughout the Term and any extension thereof, insurance limits, coverage or endorsements required herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify the liabilities and obligations assumed by LESSEE under this Lease.

7.01 Commercial General Liability/Airport Liability. LESSEE shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Damage to Rented Premises, Contractual Liability (covering this Lease, Personal/Advertising Injury and Cross Liability). Coverage shall be provided on a primary basis.

7.02 Hangarkeeper's Legal Liability. LESSEE shall maintain Hangarkeeper's Legal Liability Insurance, providing property damage to aircraft which are the property of others and in the care, custody, or control of LESSEE, but only while such aircraft are not in flight, in an amount not less than One Hundred Thousand Dollars (\$100,000) any one aircraft and Two Hundred Thousand Dollars (\$200,000) any one occurrence.

7.03 Business Auto Liability. LESSEE shall maintain Business Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) Each Occurrence for owned, non-owned and hired automobiles. If LESSEE transports fuel the policy must include CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement or equivalent. In the event LESSEE has no owned automobiles, LESSEE shall only be required to maintain Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto Liability. Coverage shall be provided on a primary basis.

7.04 Aircraft Liability. LESSEE shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by the LESSEE for bodily injury (including death) and property damage liability in a Combined Single Limit Amount of not less than One Million Dollars (\$1,000,000) per occurrence, including a Passenger Liability sub-limit not less than One Hundred Thousand Dollars (\$100,000) per passenger.

7.05 Worker's Compensation & Employers Liability. LESSEE shall maintain Worker's Compensation and Employer's Liability Insurance in accordance with state and federal law. Coverage shall be provided on a primary basis.

7.06 Umbrella or Excess Liability. LESSEE may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Business Auto Liability and/or Aircraft Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an aggregate limit not less than the highest "Each Occurrence" limit for the Commercial General Liability/Airport Liability. If the Umbrella or Excess Liability is used to satisfy the minimum limits for Commercial General Liability/Airport Liability, COUNTY shall be endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.07 Property Insurance. LESSEE shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of LESSEE as well as LESSEE's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

7.08 Additional Insured Endorsement LESSEE shall endorse the COUNTY as an Additional Insured on the Commercial General Liability/Airport Liability Insurance. A CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent shall be used. The Additional Insured endorsement shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida, 33406-1470."

7.09 Loss Payee Endorsement. LESSEE shall endorse COUNTY as a Loss Payee on the property insurance policy. The Loss Payee endorsement shall provide coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida, 33406-1470."

7.10 Certificate of Insurance. Prior to the Commencement Date, LESSEE shall provide COUNTY with a certificate of insurance evidencing limits, coverage and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage in the event coverage cancels or non-renews during the Term of this Lease or any extension thereof. The certificate must clearly indicate that Contractual Liability coverage applies to this Lease. LESSEE shall provide to COUNTY new certificate(s) of insurance evidencing replacement coverage thirty (30) days prior to the expiration of any coverage required hereunder. Certificate Holder's name and address shall read:

Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

7.11 Waiver of Subrogation. By entering into this Lease, LESSEE agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, LESSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should LESSEE enter into such an agreement on a pre-loss basis. Nothing contained in this Section 7.11 shall be construed as an obligation of LESSEE to provide a Waiver of Subrogation in the event that LESSEE's insurer will not provide it.

7.12 Premiums and Proceeds. LESSEE shall not keep, use, sell or offer for sale in or upon the Premises any article that may be prohibited by any, condition, provision, limitation, of the property insurance policy. LESSEE shall agree to be responsible for all premiums, including increases, for property insurance policy. LESSEE agrees that all property insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including those made by or on behalf of LESSEE, so to ensure a replacement cost settlement or avoid policy cancellation.

7.13 Deductibles, Coinsurance & Self-Insured Retention. LESSEE shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

7.14 Right to Review or Adjust Insurance. COUNTY's Risk Management Department shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverage or endorsements throughout the Term or any extension thereof. COUNTY shall have the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. COUNTY shall provide LESSEE written notice of such action and LESSEE agrees to cure or comply with such action within thirty (30) days of the date of such notice.

7.15 No Representation of Coverage Adequacy. The limits, coverage or endorsements identified herein are intended to primarily transfer risk and minimize liability of COUNTY. LESSEE acknowledges and agrees that LESSEE has not relied upon such requirements in assessing the extent or determining appropriate types or limits of coverage to protect LESSEE against any loss exposures, whether as a result of this Lease or otherwise.

ARTICLE 8 **RELATIONSHIP OF THE PARTIES**

LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and COUNTY shall in no way be responsible therefor.

ARTICLE 9 **INDEMNIFICATION**

LESSEE agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers and each of them individually, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees and costs at trial and appellate levels) and causes of action of every kind and character against, or in which COUNTY is named or joined, arising out of this Lease or LESSEE's use or occupancy of the Premises, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of, or incident to, or in connection with, LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE, or any breach of the terms of this Lease; provided, however, LESSEE shall not be responsible to COUNTY for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of COUNTY, its respective agents, servants, employees and officers. LESSEE further agrees to hold harmless and indemnify COUNTY for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from, or in any way arising out of, or due to, LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. Said indemnification shall be extended to include all suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE acknowledges the broad nature of this indemnification and hold-

harmless clause and that COUNTY would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by COUNTY in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 9 shall survive the expiration or termination of this Lease.

ARTICLE 10
DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

10.01 Damage or Destruction. LESSEE hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of LESSEE or by or with the consent of any person acting for or on behalf of LESSEE. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of LESSEE or its sublessees, contractors, employees, officers, licensees, agents or invitees, LESSEE shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. LESSEE shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by LESSEE in accordance with the construction requirements established by the Department. If LESSEE fails to restore the Premises as required above, COUNTY shall have the right to enter the Premises and perform the necessary restoration, and LESSEE hereby expressly agrees that it shall fully assume and be liable to COUNTY for payment of the costs incurred by COUNTY, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of COUNTY's written notice.

10.02 Partial Destruction. If any of the improvements on the Premises are damaged or destroyed in part by fire or other casualty, COUNTY may terminate this Lease upon written notice to LESSEE within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by COUNTY pursuant to this paragraph, LESSEE's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Unit rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by COUNTY to LESSEE that the Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, COUNTY shall have no obligation under this Lease to restore the Premises in the event the casualty was the result of the act, default or negligence of LESSEE or its sublessees, contractors, employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 10.01 above with no abatement in rental.

10.03 Total Casualty. In the event of a total casualty to the Premises, which renders the Premises unusable, as reasonably determined by the Department, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, LESSEE shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of LESSEE or LESSEE's sublessees, contractors, employees, officers, licensees, agents or invitees. In such event, LESSEE shall be obligated to restore the Premises in accordance with Section 10.01 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 10.03 and COUNTY elects to restore the Premises, LESSEE's obligation to pay rental shall be abated until thirty (30) days after notice by COUNTY to LESSEE that the Premises have been substantially repaired or restored.

10.04 Waiver. LESSEE hereby waives any claim against COUNTY for damages or compensation in the event this Lease is terminated pursuant to Sections 10.02 or 10.03 above.

10.05 Limitations. Notwithstanding any provision of this Lease to the contrary, COUNTY shall have no obligation to repair, rebuild or restore LESSEE's personal property or fixtures or any improvements made by LESSEE to the Premises. In the event COUNTY elects to restore or rebuild the Premises following a casualty, COUNTY's obligation to restore, rebuild or restore the Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by COUNTY as a result of such casualty. LESSEE shall not be entitled to and hereby waives any claims against COUNTY for any compensation or damage for any loss of use of the Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, COUNTY shall not be liable for any damage or inconvenience or interruption of the business of LESSEE occasioned by fire or other casualty.

10.06 Insurance Proceeds. Upon receipt by LESSEE of the proceeds of any applicable insurance policy or policies, the proceeds shall be deposited in an escrow account approved by the Department so as to be available to pay for the cost of such repair, replacement or rebuilding. Any insurance proceeds shall be disbursed during construction to pay the costs of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements and the damage was caused by LESSEE or its sublessees, contractors, employees, officers, licensees, agents or invitees, LESSEE shall pay any additional sums required into said escrow account. If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding, the amount of such excess shall be remitted to LESSEE.

ARTICLE 11
TITLE TO IMPROVEMENTS

11.01 Title to Improvements Constructed During the Term. Notwithstanding any provision of this Lease to the contrary, upon expiration of the Term or termination of the Lease as provided herein, all improvements constructed or placed upon the Premises by LESSEE, title to which has not previously vested in COUNTY hereunder, shall become the absolute property of COUNTY, and COUNTY shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of COUNTY, LESSEE shall provide COUNTY with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to COUNTY that the improvements are free from liens, mortgages and other encumbrances.

11.02 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, COUNTY shall be entitled, at its option, to have the Premises returned to COUNTY free and clear of some or all of the improvements constructed by LESSEE during the Term, at LESSEE's sole cost and expense. In such event, COUNTY shall provide timely notification to LESSEE of its election to require removal of improvements and, to the extent possible, COUNTY shall notify LESSEE at least sixty (60) days prior to the expiration or termination of this Lease. LESSEE shall have sixty (60) days from date of notice within which to remove the improvements. If LESSEE fails to remove the improvements, COUNTY may remove the improvements. LESSEE agrees that LESSEE shall fully assume and be liable to COUNTY for payment of all costs of removal of the improvements incurred by COUNTY, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to COUNTY within thirty (30) days from the date of the written notice provided by the COUNTY.

11.03 Survival. The provisions of this Article 11 shall survive expiration or termination of this Lease.

ARTICLE 12
TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

12.01 Termination. This Lease shall automatically terminate at the end of the Term, unless renewed as provided for herein, and LESSEE shall have no further right or interest herein.

12.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by LESSEE:

A. The vacating or abandonment of the Premises by LESSEE for a period of more than thirty (30) consecutive days.

B. The failure by LESSEE to pay any sum due hereunder within three (3) days after the same shall become due.

C. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in Sections 12.02(A) and (B) above, where such failure continues for a period of thirty (30) days after written notice from COUNTY; provided, however, that if the nature of LESSEE's default is such that more than thirty (30) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

D. To the extent permitted by law, (i) the making by LESSEE or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

12.03 Remedies. In the event of any such material default or breach by LESSEE, COUNTY may, at any time thereafter, with or without notice or demand and without limiting any other right or remedy which COUNTY may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

A. Declare the entire rent for the balance of the Term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full, and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder, plus other sums as described herein, and what COUNTY is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by COUNTY shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by COUNTY due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and real estate commissions paid by COUNTY relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of COUNTY, thereby terminating any further liability under this Lease on the part of LESSEE and COUNTY, except for those obligations that specifically survive termination of this Lease. Notwithstanding the foregoing, COUNTY shall have a cause of action to recover any rent remaining unpaid when COUNTY retakes possession of the Premises for the account of COUNTY.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to COUNTY under the laws and judicial decisions of the State of Florida.

Notwithstanding any provision of this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, COUNTY shall have the right to bring an action for damages. COUNTY further reserves all rights which the laws of the State of Florida confer upon a landlord against a LESSEE in default.

12.04 Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, by giving COUNTY sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days.

B. The default by COUNTY in the performance of any covenant or agreement required to be performed by COUNTY and the failure of COUNTY to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice to remedy same; provided, however, that no notice of termination, as provided herein, shall be of any force or effect if COUNTY shall have remedied the default prior to receipt of LESSEE's notice of termination; or in the event the same cannot be cured within such ninety (90) day period and COUNTY has commenced such cure and thereafter diligently pursues the same until completion.

C. 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 a manner as to substantially restrict the operation of LESSEE, for a period of at least ninety (90) days.

In the event of termination pursuant to this Section 12.04, the parties shall be relieved of all obligations created hereunder except for those obligations accruing prior to termination of this Lease and those obligations that specifically survive termination of this Lease.

12.05 Surrender of Premises. LESSEE expressly agrees that it shall immediately surrender the Premises to COUNTY in good and fit condition upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to COUNTY for any and all damages, and in addition thereto, LESSEE shall also be strictly liable to pay to COUNTY during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. LESSEE shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of LESSEE, including, but not limited to, aircraft, not removed shall become the property of COUNTY.

ARTICLE 13 ASSIGNMENT

13.01 Assignment by LESSEE. LESSEE shall not, in any manner, assign, transfer, or otherwise convey an interest in this Lease, nor sublet the Premises or any part thereof, without the prior written consent of the Department. Any such attempted assignment, transfer or sublease without Department approval shall be null and void. In the event the Department consents in writing as aforesaid, LESSEE shall have the right, to the extent permitted by the Department's consent, to sublease or assign all or any portion of the Premises, provided that any such sublease or assignment shall be limited to only the same purposes as are permitted under this Lease. In the event of a sublease in which the rentals, fees and charges for the sublease exceed the rentals, fees and charges payable by LESSEE for the Premises pursuant to this Lease by more than twenty-five percent (25%), LESSEE shall pay to COUNTY fifty percent (50%) of the excess of the rentals, fees and charges received from the sublessee over that specified to be paid by LESSEE herein. Any such sublease or assignment shall be subject to the same conditions, obligations and terms as set forth herein and LESSEE shall be fully responsible for the observance by its assignees and sublessees of the terms and covenants contained in this Lease. Notwithstanding any provision of this Lease to the contrary, in the event of an approved sublease, LESSEE shall remain primarily liable to COUNTY for fulfilling all obligations, terms and conditions of this Lease, throughout the entire Term.

13.02 Assignment by COUNTY. COUNTY may freely assign this Lease at any time without the consent of LESSEE, and COUNTY shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by COUNTY, LESSEE agrees that it shall recognize COUNTY's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between COUNTY and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that COUNTY may transfer any security deposit held by COUNTY pursuant to Section 3.06 above to COUNTY's assignee.

ARTICLE 14
ALTERATIONS OR ADDITIONS; SIGNS

14.01 Alterations or Additions. LESSEE shall make no alterations or additions to the Premises or improvements constructed thereon, without the prior written consent of the Department. Any such additions, alterations or improvements shall be made in accordance with the construction requirements as established by the Department.

14.02 Signs. No signs, posters or similar devices shall be erected, displayed or maintained by LESSEE in review of the general public in, on or about the Premises or elsewhere on the Airport, without the prior written approval of the Department. Any such signs not approved shall be immediately removed at the sole cost and expense of LESSEE, upon written notification thereof by the Department.

ARTICLE 15
LAWS, REGULATIONS, PERMITS AND TAXES

15.01 General. LESSEE agrees that throughout the Term and any extension thereof, LESSEE shall at all times be and shall remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended, including, without limitation, FAA Advisory Circulars, Palm Beach County Airport Rules and Regulations (Appendix B, Palm Beach County Code) and Environmental Laws. For purposes of this Article 15, the term "Environmental Laws" means all applicable federal, state and local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980.

15.02 Permits and Licenses. LESSEE agrees that it shall, at its sole cost and expense, obtain, maintain current, and fully comply with, any and all permits, licenses and other governmental authorizations, as may be required by law, any federal, state or local governmental entity, or any court of law having jurisdiction over LESSEE or LESSEE's operations and activities, for any activity of LESSEE conducted on the Premises and/or Airport. Upon the written request of the Department, LESSEE shall provide the Department with certified copies of any and all permits and licenses.

15.03 Air and Safety Regulation. LESSEE shall conduct its operations and activities under this Lease in a safe manner, shall comply with all safety regulations of the Department, and with safety standards imposed by applicable federal, state and local laws and regulations, and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for LESSEE resulting from, or in any way related to, the conduct of LESSEE's business on the Premises. LESSEE shall procure and maintain such fire prevention and extinguishing devices as required by COUNTY and by law, and shall at all times be familiar and comply with the fire regulations and orders of COUNTY and the fire control agency with jurisdiction at the Airport. LESSEE agrees that neither LESSEE nor any employee or contractor or any person working for or on behalf of LESSEE shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all state and local laws, regulations, and orders relative to occupational safety and health.

15.04 Assumption of Liability. LESSEE shall be strictly liable for and hereby expressly assumes all responsibility for the cost of all citations, fines, penalties, environmental controls, monitoring, clean up, disposal, restoration and corrective measures resulting from or in any way connected to the handling, storage and/or disposal by LESSEE or its employees, invitees, licensees, suppliers of service or materials or contractors of any pollutants or hazardous materials regulated by Environmental Laws. LESSEE's obligations under this paragraph shall survive the expiration or termination of this Lease.

15.05 Environmental Indemnification. LESSEE hereby expressly agrees to indemnify and hold COUNTY harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including, without limitation, reasonable expenses and attorneys fees, arising from or resulting out of, or in any way caused by, LESSEE's failure to comply with any and all Environmental Laws. LESSEE understands that this indemnification is in addition to and is a supplement of LESSEE's indemnification agreement set forth in Article 9 of this Lease and that LESSEE fully understands the broad extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration from COUNTY to legally support this indemnification agreement. LESSEE's obligations under this paragraph shall survive expiration or termination of this Lease.

15.06 Emergency Coordinator. LESSEE agrees that an emergency coordinator and phone number shall be furnished to the Department, COUNTY's Risk Management Department - Safety Division, and to all appropriate governmental entities having jurisdiction thereof in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.

15.07 Payment of Taxes. LESSEE shall pay any and all taxes and other costs lawfully assessed against its interest in the Premises, the improvements, whether owned by LESSEE or COUNTY, personal property or its operations under this Lease including, without limitation, tangible, intangible, sales and ad valorem taxes, general or special assessments. In the event this Lease or LESSEE's use of the Premises renders the Premises subject to ad valorem real property taxes or similar impositions imposed by any government entity, LESSEE shall be responsible for and pay the same prior to delinquency. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 16 **DISCLAIMER OF LIABILITY**

COUNTY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. LESSEE RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY LESSEE TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE 17 **GOVERNMENTAL RESTRICTIONS**

17.01 County Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of COUNTY, as a political subdivision of the State of Florida, or any of the public officials of COUNTY, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of LESSEE.

17.02 Height Restriction. LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77, Code of Federal Regulations, as now or hereafter amended.

17.03 Right of Flight. COUNTY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

17.04 Operation of Airport. LESSEE expressly agrees for itself, its subleases, successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

17.05 Release. LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases COUNTY from any and all liability relating to the same.

17.06 Hazardous Wildlife Attractants. LESSEE shall be prohibited from using the Premises in a manner which attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. LESSEE further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended, as such circular is interpreted by the Department.

17.07 Governmental Review. LESSEE acknowledges that this Lease is subject to review or inspection by the United States government, State of Florida and agencies and departments thereof, including the FAA, to determine satisfactory compliance with state and federal law and/or grant assurance requirements. LESSEE agrees that this Lease shall be in full force and effect and binding upon both parties pending such review or inspection, if applicable; provided, however, that upon such review or inspection the parties agree to modify any of the terms of this Lease that are determined by the United States government, State of Florida or any agency or department thereof to be in violation of any applicable laws, regulations, grant assurances or other requirements.

17.08 Exclusive Rights. The rights granted hereunder are non-exclusive with the exception of LESSEE's exclusive right to use and occupy the Unit.

ARTICLE 18
NON-DISCRIMINATION

LESSEE for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree: (i) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender expression or identity, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Premises in violation of applicable law; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender expression or identity, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in violation of applicable law; and (iii) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of a breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate this Lease and to re-enter as if this Lease had never been made or issued. The foregoing provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including the expiration of any appeal rights.

ARTICLE 19
COUNTY NOT LIABLE

COUNTY shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE or any person whomsoever including, without limitation, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of COUNTY. All personal property placed on or moved onto the Premises shall be at the sole risk of LESSEE or owner thereof. COUNTY shall not be liable for any damage or loss of said personal property.

ARTICLE 20
CONDEMNATION

If the Premises or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, COUNTY shall be entitled to the entire award therefor, including, without limitation, any award relating to both LESSEE's leasehold estate and COUNTY's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of LESSEE. LESSEE hereby assigns and relinquishes to COUNTY all right, title and interest in such award and, upon request, shall execute all documents required to evidence such result. Notwithstanding the foregoing, LESSEE shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses and business damages. In the event of a total taking of the Premises, this Lease shall terminate upon the date title vests in the condemning authority. In the event of such termination, the rental shall be prorated to the date of termination. COUNTY shall refund any remaining balance to LESSEE after LESSEE has vacated the Premises and complied with all of its obligations arising hereunder prior to such termination, or as a result of such termination. Thereafter, the parties shall be relieved of all further obligations hereunder. Notwithstanding such termination, LESSEE shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, the rental shall be abated on a pro rata basis. In the event of a temporary taking, the rental shall be abated on a pro rata basis for the period of time LESSEE is unable to use the portion of the Premises temporarily taken. After such period, the rental shall be restored to the amount which would have been then due without regard to such taking. COUNTY shall have no obligation to restore the Premises or otherwise perform any work upon same as a result of any such taking.

ARTICLE 21
MISCELLANEOUS

21.01 Authorized Uses Only. Notwithstanding any provision of this Lease to the contrary, LESSEE shall not use or permit the use of the Premises for any illegal purpose or for any purpose that would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for COUNTY or LESSEE.

21.02 Waiver. The failure of COUNTY or LESSEE to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that COUNTY or LESSEE, respectively, may have for any subsequent breach or non-performance, and COUNTY's or LESSEE's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

21.03 Subordination.

A. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by COUNTY in the Bond Resolution, and COUNTY and LESSEE agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of COUNTY hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by LESSEE and COUNTY with the terms and provisions of this Lease and Bond Resolution.

B. Subordination to State/Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the COUNTY acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. LESSEE understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

21.04 Easements. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. COUNTY reserves the right to grant utility easements, licenses, and rights of way to others over, under, through, across or on the Premises; provided, however, that such grant is not materially detrimental to the proper conduct of LESSEE's operations. If requested by COUNTY, LESSEE shall consent and join in any such easements, licenses or rights of way granted by COUNTY.

21.05 Governmental Authority. Nothing in this Lease shall be construed to waive or limit COUNTY's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations. COUNTY's obligations under this Lease are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair COUNTY's governmental functions, including, without limitation, COUNTY's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of COUNTY's governmental authority.

21.06 Rights Reserved to COUNTY. All rights not specifically granted LESSEE by this Lease are reserved to COUNTY.

21.07 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

21.08 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Florida.

21.09 Venue. Venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

21.10 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery or courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

COUNTY:

Palm Beach County
Department of Airports
Attn: Director
846 Palm Beach International Airport
West Palm Beach, Florida 33406

With a copy to:

Palm Beach County Attorney's Office
Attn: Airport Real Estate Attorney
301 North Olive Ave., Suite 601
West Palm Beach, Florida 33401

LESSEE:

Mustang Air, Inc.
11250 Aviation Blvd., Unit 6
West Palm Beach, Florida, 33412

With a copy to:

N/A

Either party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

21.11 Paragraph Headings. The heading of the various articles and sections of this Lease, and its table of contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

21.12 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

21.13 Consent or Action. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of COUNTY or the Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever

this Lease requires COUNTY or the Department's consent or approval or permits COUNTY or the Department to act, such consent, approval or action may be given or performed by the Director of the Department or his or her designee. If LESSEE requests COUNTY's or the Department's consent or approval pursuant to any provision of this Lease and COUNTY or the Department fails or refuses to give such consent, LESSEE shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

21.14 Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

21.15 Performance. The parties expressly agree that time is of the essence in each and every provision of this Lease where a time is specified for performance and the failure by LESSEE to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of COUNTY, in addition to any other rights or remedies, relieve COUNTY of any obligation to accept such performance without liability.

21.16 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and affect.

21.17 No Broker. LESSEE warrants to COUNTY that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease. LESSEE covenants and agrees to defend, indemnify and save the COUNTY harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any real estate brokers or agents because of the transaction contemplated by this Lease and the execution and delivery of this Lease, due to the acts of LESSEE. The terms of this section 21.17 shall survive termination of this Lease.

21.18 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21.19 Excusable Delays. Neither COUNTY nor LESSEE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

21.20 Annual Appropriation. COUNTY's monetary agreements and obligations to perform under this Lease, if any, are expressly contingent upon annual appropriation of funding by the Palm Beach County Board of County Commissioners.

21.21 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.22 Remedies Cumulative. Except as otherwise provided for herein, the rights and remedies of the parties hereto with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

21.23 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference.

21.24 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from COUNTY's public health unit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Executive Hangar Lease Agreement to be signed by the County Administrator or his designee, the Director of the Department of Airports, pursuant to the authority granted by the Palm Beach County Board of County Commissioners, and LESSEE has caused these presents to be signed in its lawful name by a duly authorized officer, acting on behalf of LESSEE, and the seal of LESSEE to be affixed hereto the day and year first written above.

WITNESSES:

Connie Shoffner
Signature

Connie Shoffner
Print Name

Jeffrey S. Bolton
Signature

Jeffrey S. Bolton

Print Name

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

BY: David Peck
Director of Airports

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Anne Delgant
Assistant County Attorney

WITNESSES:

Jeffrey S. Bolton
Signature

JEFFREY S. BOLTON
Print Name

Martha LaVerghetta
Signature

Martha LaVerghetta
Print name

LESSEE: Mustang Air, Inc.

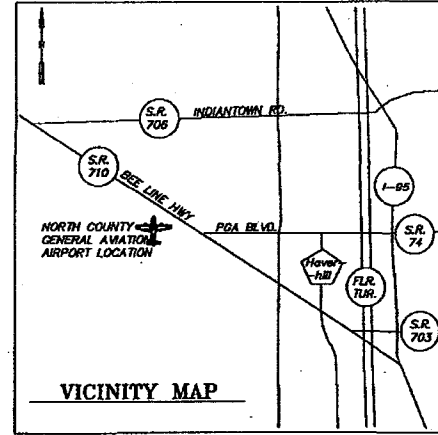
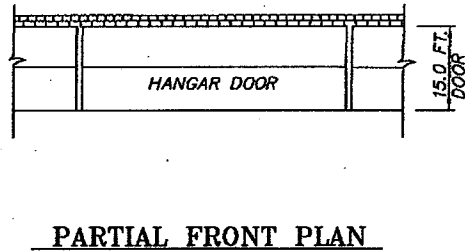
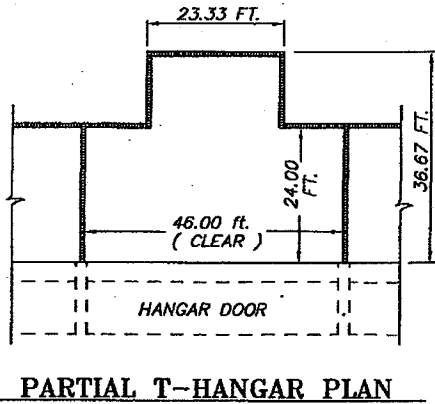
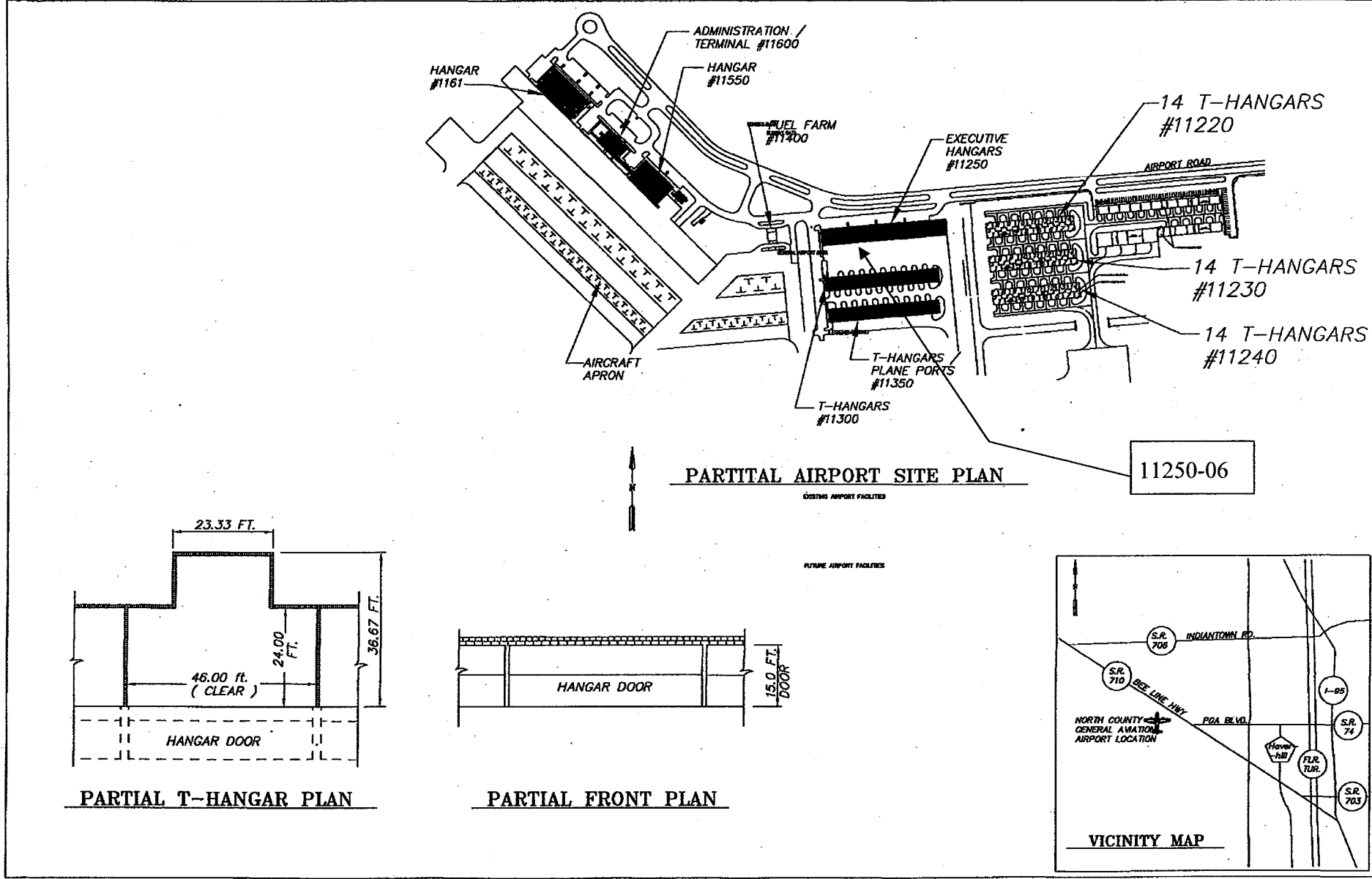
BY: Robert J. Shaver
Signature

ROBERT J. SHAVER
Print Name

Title VICE PRES.

Exhibit "A"

Tenant: Mustang Air, Inc Building Number: 11250 Unit Number: 6



PARTIAL SITE PLAN / T-HANGARS
PLANS #11220, 11230 & 11240
NORTH COUNTY AIRPORT

PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS
PALM BEACH INTERNATIONAL AIRPORT
BUILDING 848
WEST PALM BEACH, FL 33408-1491
(561) 471-7450
DATE: 8/24/97
DRAWN BY: DLP
CHECKED BY: BI

**AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION
AT THE PALM BEACH INTERNATIONAL AIRPORT**

This Agreement is made and entered into September 23 2009, by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and Vanguard Car Rental USA Inc., a corporation organized and existing under the laws of the State of Florida, having its office and principal place of business at 700 Corporate Park Drive, 3rd Floor, St. Louis, MO 63105 (the "Concessionaire").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates Palm Beach International Airport, located in Palm Beach County, Florida; and

WHEREAS, Concessionaire operates rental car concession at the Airport, which includes the non-exclusive right to lease space in the terminal for the purpose of conducting Concessionaire's business; and

WHEREAS, Concessionaire has indicated a willingness and demonstrated the ability to properly finance, operate, and manage an Airport concession in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1
RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

2.01 "Airport" means the Palm Beach International Airport.

2.02 "Annual Percentage Payment" means ten percent (10%) of Concessionaire's annual Gross Revenues.

2.03 "Assigned Premises" means 494.13 square feet of reservation counter and office area in the Terminal, as more particularly described on Exhibit "A".

2.04 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

- 2.05 "Brand" means a word, mark, symbol, design, term or combination of these used for the purpose of identifying a product or service.
- 2.06 "Concession" means the rental car concession operated by Concessionaire pursuant to the terms and conditions of this Agreement.
- 2.07 "Concession Fees" means the fees payable by Concessionaire to County pursuant to Article 5.01(A) and (B).
- 2.08 "Contract Year" means the twelve (12) month period, beginning on October 1, 2009 and ending on September 30, 2010, and each twelve (12) month period thereafter, until the termination of this Agreement.
- 2.09 "Department" means the Palm Beach County Department of Airports.
- 2.10 "Disadvantaged Business Enterprise" or "DBE" has the same meaning as set forth in Title 49, Part 23 of the Code of Regulations, as now or hereafter amended or any successor regulation.
- 2.11 "FAA" means the Federal Aviation Administration.
- 2.12 "Facility Rental" means the annual rental rate payable by Concessionaire to County for Concessionaire's use and occupancy of the Assigned Premises pursuant to Article 5.03.
- 2.13 "Gross Revenues" means all monies due Concessionaire, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services or accessories contracted for, delivered, supplied or rented at or from the Airport regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from the Airport to an off-Airport place of business; or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues derived from, arise out of or become payable on account of the Concession, whether directly or indirectly, shall be included in Gross Revenues. Gross Revenues shall include, but shall not be limited to:
1. the time and/or mileage charges, after discounts, assessed by Concessionaire to its customers;
 2. the premiums on any and all insurance sold, including personal accident insurance, personal effects and cargo insurance, life insurance and any other insurance sold in connection with a vehicle rental;
 3. any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;

4. any and all fees and charges for equipment, supplies and incidental items which are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, pagers, child restraint seats, video equipment, and any other incidental items and services;
5. charges commonly referred to as "drop charges" or "intercity fees"; and
6. any fee or charge to Concessionaire's customers related to the Concession Fee, including, but not limited to Concession Recoupment Fees as defined in Article 5.13.

Gross Revenues shall not include:

1. the amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed, which are separately stated and collected from customers;
2. sums received from customers for Collision Damage Wavier (CDW) protection and Loss Damage Waiver (LDW) protection;
3. any sums received as insurance proceeds, or payments from Concessionaire's customers or insurers for damage to vehicles or other property of Concessionaire;
4. sums received as the result of the loss, conversion, or abandonment of Concessionaire's vehicles;
5. sums received from the sale of vehicles or other equipment used in the operation of the Concession, the use of which Concessionaire wishes to discontinue;
6. amounts charged to customers for fuel; or
7. Local Revenue.

2.14 "Local Revenue" means revenue derived from a vehicle rental transaction with a customer who has not deplaned at the Airport, as evidenced by the customer's drivers license number, the zip code included on the customer's drivers license indicating the customer resides in Palm Beach County and the certification provided in Article 5.10 below.

2.15 "Minimum Annual Guarantee" means a minimum amount to be paid to County on an annual basis during each Contract Year as set forth in Article 5.01(A).

2.16 "Monthly Percentage Payment" means ten percent (10%) of Concessionaire's monthly Gross Revenues.

2.17 "Terminal" means the passenger terminal building located at the Airport.

2.18 "TSA" means the Transportation Security Administration.

ARTICLE 3
EFFECTIVE DATE AND TERM

3.01 Effective Date. This Agreement shall become effective when signed by the parties hereto.

3.02 Term. The term of this Agreement shall be for a period of two (2) years, commencing on October 1, 2009 (the "Commencement Date") and terminating on September 30, 2011 (the "Term"), unless sooner terminated as provided herein.

ARTICLE 4
PRIVILEGES AND PREMISES

4.01 Description of Specific Privileges, Uses and Rights. County hereby grants to Concessionaire the following non-exclusive specific privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants set forth herein:

- A. To conduct and operate a high quality rental car concession at the Airport from the Assigned Premises.
- B. To offer for rent additional services or accessories to complement the basic vehicle rental from the Assigned Premises. Such additional services or accessories may include the right to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; and to provide customer service features such as baby car seats and cellular telephones.
- C. To load and unload its customers into and from its courtesy shuttle vehicles within locations at the Airport designated by the Department.

4.02 Description of General Privileges, Uses and Rights. In addition to the specific privileges granted pursuant to Article 4.01, County hereby grants to Concessionaire:

- A. the nonexclusive use of the public areas within the Terminal for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of County. County shall have the full right and authority to make all rules and regulations as County may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Public Areas; and

- B. the nonexclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder.

Nothing herein contained shall be construed to grant to Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents or authorized sublessees, if any, the right to use or occupy any space or area at the Airport improved or unimproved that is leased or assigned to a third party, or, except as expressly set forth in Article 4.02(A) and (B) above, County has not leased to Concessionaire pursuant to this Agreement. The general privileges, uses and rights granted in this Article 4.02 shall be subject to the terms, conditions and covenants set forth herein.

- 4.03 Restrictions of Privileges, Uses and Rights. The rights granted hereunder are expressly limited to the operation and management of a rental car concession. Concessionaire covenants and agrees that the Assigned Premises shall be used solely for the uses permitted in Articles 4.01 and 4.02 above and for no other purposes whatsoever. Concessionaire acknowledges and agrees that Concessionaire shall not have the exclusive right to conduct a rental car concession at the Airport, and County may arrange with others for similar activities at the Airport. Concessionaire acknowledges that County may enter into agreements and/or permits with companies providing rental car services from off-Airport locations.
- 4.04 Condition of the Assigned Premises and Airport. Concessionaire expressly acknowledges that it has inspected the Assigned Premises and Airport and accepts the same "As Is, Where Is" in the condition existing as of the Effective Date, together with all defects latent and patent, if any. Concessionaire further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Assigned Premises, including, but not limited to, the physical and/or environmental condition of the Assigned Premises, or any improvements located thereon, or the value of the Assigned Premises or improvements, or the suitability of the Assigned Premises, or any improvements, or Concessionaire's legal ability to use the Assigned Premises for Concessionaire's intended use thereof.
- 4.05 Dual Branding. Concessionaire acknowledges and agrees that Concessionaire shall not be entitled to substitute, modify or add to the Brands of rental car service companies being marketed or operated from the Assigned Premises during the Term. The Brand(s) permitted to be marketed or operated from the Assigned Premises shall be Alamo and National. In the event Concessionaire markets or operates two (2) Brands of rental car services companies from the Assigned Premises, Concessionaire shall provide a separate Statement of Gross Revenues (as hereinafter defined) for each Brand pursuant to Article 5.09 below and shall provide separate schedules of revenues and vehicle transactions for each Brand pursuant to Article 5.11(A) and (B) below.

ARTICLE 5
CONCESSION FEES, FACILITY RENTAL AND ACCOUNTABILITY

5.01 Concession Fees. For the concession privileges granted hereunder, Concessionaire shall pay to County Concession Fees equal to the greater of the Minimum Annual Guarantee or Annual Percentage Payment for each Contract Year throughout the Term of this Agreement. Concession Fees shall be payable in advance by installment as provided for herein and shall be reconciled on an annual basis in accordance with the provisions of Article 5.11 below.

A. Minimum Annual Guarantee. Concessionaire shall pay to County commencing upon the Commencement Date and on the first day of each and every month throughout the Term of this Agreement, one-twelfth (1/12) of the Minimum Annual Guarantee for the applicable Contract Year without demand, deduction, holdback or setoff. Concessionaire agrees the Minimum Annual Guarantee for each of the following Contract Years shall be as follows:

Contract Year	Minimum Annual Guarantee
First Contract Year	One Million, Three Hundred Eighty Thousand, Two Hundred Eighty-Three Dollars (\$1,380,283.00)
Second Contract Year	Ninety percent (90%) of the Annual Percentage Payment for the first Contract Year, or the Minimum Annual Guarantee for the first Contract Year, whichever is higher.

B. Percentage Payment. Within twenty (20) days after the beginning of each and every month throughout the Term of this Agreement, Concessionaire shall deliver a Statement of Gross Revenues (as hereinafter defined) for the preceding month to the Department. In the event the Monthly Percentage Payment is greater than (1/12) of the Minimum Annual Guarantee for the applicable Contract Year, Concessionaire shall pay the difference to County with the Statement of Gross Revenues.

5.02 Abatement of Minimum Annual Guarantee. In the event for any reason the number of passengers deplaning on scheduled airline flights at the Airport during any calendar month shall be less than seventy-five percent (75%) of the number of such deplaning passengers in the same month in the base calendar year of 2001, Concessionaire shall not be required to pay to County that portion of the Minimum Annual Guarantee that would otherwise be due and payable in accordance with the requirements of Article 5.01(A) above for that month. During the abatement period, Concessionaire shall continue to pay to County the Monthly Percentage Payment with the Statement of Gross Revenues (as hereinafter defined), and, if applicable, County shall credit Concessionaire a pro-rated portion of any payment of the Minimum Annual Guarantee as may have been paid in advance. Concessionaire acknowledges and agrees that Concessionaire shall remain liable for payment of the full Annual Percentage Payment notwithstanding County's waiver of its right to receive any portion of the Minimum Annual Guarantee.

- 5.03 Facility Rental. In addition to the Concession Fees, Concessionaire shall pay to County for the use and occupancy of the Assigned Premises, an annual Facility Rental determined in accordance with this Article 5.03, payable in equal monthly installments, in advance, without demand, deduction, holdback, or setoff, by the first day of each and every month throughout the Term of this Agreement together with applicable sales tax thereon. Payment of Facility Rental by Concessionaire to County shall commence upon the Commencement Date. Each October 1st through the Term of this Agreement, the annual Facility Rental shall be adjusted in accordance with the Airline-Airport Use and Lease Agreement adopted by the Board pursuant to Resolution No. 2006-1906, as such agreement and rates may be amended from time to time or any successor resolution or agreement adopted by the Board establishing rental rates for similar space within the Terminal, which resolution is hereby incorporated herein by reference and made a part hereof. The Assigned Premises shall be considered Type One (1) Space (ticket counter), as defined in the aforementioned Airline-Airport Use and Lease Agreement, for purposes of rental adjustments under this Article 5.03. This Agreement shall be considered amended to reflect the new annual Facility Rental rate without formal amendment hereto.
- 5.04 Unpaid Fees. In the event Concessionaire fails to make payment of any fees or charges when due and payable in accordance with the terms of this Agreement, interest at the rate of one and one-half percent [1 ½%] per month shall accrue against the delinquent payment(s) from the date due until the date payment is received by the Department. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default in payment due to County pursuant to this Agreement or from exercising any other remedies contained herein or implied by law.
- 5.05 This section has been intentionally left blank.
- 5.06 Sales and Use Tax. Concessionaire shall pay monthly to County any sales, use or other tax, or any imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereinafter imposed upon the rents, use or occupancy of the Assigned Premises imposed by the United States of America, the State of Florida, or Palm Beach County, notwithstanding the fact that the statute, rule, ordinance or enactment imposing the same may endeavor to impose the tax on County.
- 5.07 Net Agreement. This Agreement in every sense shall be without cost or expense to County including without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Assigned Premises.
- 5.08 Place of Payments. All payments required to be made by the Concessionaire under this Agreement shall be made payable to "Palm Beach County," and shall be paid to the Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, or to such other office or address as may be substituted therefor.

- 5.09 Monthly Reports of Gross Revenues. Within twenty (20) days after close of each month throughout the Term of this Agreement, Concessionaire shall submit to the Department, in a form and detail satisfactory to the Department, a Statement of Gross Revenues that: (1) details Gross Revenues for the prior calendar month and (2) separately identifies any exclusions from Gross Revenues. The Department may require the Statement of Gross Revenues to be submitted electronically.
- 5.10 Accounting Records. Concessionaire shall keep, throughout the Term of this Agreement, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the Department, in accordance with Generally Accepted Accounting Principals prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three (3) years from the end of each Contract Year, including three (3) years following the expiration or termination of this Agreement. County shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Concessionaire's operations hereunder. If the books of accounts and records are kept at locations other than the Airport, Concessionaire shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set forth in this Article. Concessionaire shall maintain a record of each vehicle rental agreement written at the Airport, including a copy of each original agreement signed by Concessionaire's customer. Concessionaire shall also maintain a copy of the customer's drivers license number and the zip code included on the customer's driver license indicating that the customer resides in Palm Beach County with each vehicle rental agreement resulting in Local Revenue along with a written statement signed by the customer certifying that the customer did not deplane at the Airport prior to renting the vehicle described in the vehicle rental agreement. The vehicle rental agreement shall indicate that the Airport is the originating location. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of Concessionaire shall be stored sequentially, or in such other manner approved by the Department, to provide reasonable and expeditious access for audit purposes hereunder. Failure to maintain books of accounts and records as required under this Article 5.10 shall be deemed to be a material breach of this Agreement. The obligations arising under this Article 5.10 shall survive the expiration or termination of this Agreement
- 5.11 Audit Requirements. On or before December 31st of each year, Concessionaire shall provide to the Department an audit report on all Gross Revenues from operations at the Airport and from the operations of any of Concessionaire's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the preceding Contract Year. The audit report shall be in the format required by the Department and shall be prepared by an independent Certified Public Accountant, not a regular employee of Concessionaire, in accordance with Generally Accepted Auditing Standards prescribed by the

American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall include the following:

- A. Schedule of all revenues by category and month and a schedule of the payments made to County.
- B. Schedule summarizing the total number of vehicle rental transactions and any sales taxes collected by month.
- C. The total amount of Concession Fees that have been paid to County in accordance with this Agreement.
- D. The audit report shall include an opinion on the schedule of all revenues by category and by month, the schedule of payments to County, and the calculation of Concession Fees during the period.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this Agreement. If the audit report indicates that the amount of Concession Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to County during such Contract Year, the Concessionaire shall pay the difference to County with the audit report. If amount of Concession Fees actually paid by Concessionaire to County during any Contract Year exceeds the Concession Fees due and owing for such Contract Year, the Department shall credit the overpayment in the following order: (i) against any past due amounts owed to County by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, Concession Fees owed to County by Concessionaire; (iii) against future Concession Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by Concessionaire to County. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the Department shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.

5.12 Audit by County. Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit performed by County, Concessionaire agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the audit report on behalf of Concessionaire pursuant to Article 5.11 above, to make available to County's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. County or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of County. Concessionaire shall have thirty (30) days from receipt of the audit report from County or its representative(s) to provide a written response to the Department regarding the audit report.

Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Article 5.12 shall constitute acceptance of the audit report as issued.

5.13 Concession Pass-Through. County will not prohibit Concessionaire from charging each of its customers the Concession Fees paid by Concessionaire to County (a "Concession Recoupment Fee") attributable to the customer's transaction. Concession Recoupment Fees shall be collected as a percentage of all items leased or sold and services provided to Concessionaire's customers which fall within the definition of Gross Revenues. Concessionaire shall not charge a Concession Recoupment Fee for any transaction resulting in Local Revenue. Concessionaire acknowledges and understands that County does not require or endorse the practice of charging or collecting a Concession Recoupment Fee. Notwithstanding the foregoing, in the event Concessionaire charges a Concession Recoupment Fee to its customers, Concessionaire shall clearly identify the charge in a separate line item on customer invoices as a "Concession Recoupment Fee". Concessionaire shall not refer to or imply the Concession Recoupment Fee is a tax on any customer's invoice nor shall Concessionaire or any of its employees, including its counter personnel and reservation agents, identify, imply or refer to the Concession Recoupment Fee as a tax or County or Airport-imposed charge. Concessionaire agrees that it shall only be entitled to charge and collect a Concession Recoupment Fee to its customers in accordance with the requirements of this Article 5.13. Failure to comply with the requirements of this Article 5.13 shall be deemed a material default of this Agreement.

5.14 Security for Payment. Prior to the Effective Date, Concessionaire shall post a security deposit with County in an amount equivalent to fifty percent (50%) of the highest Contract Year Minimum Annual Guarantee ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Concessionaire hereunder. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Concessionaire to pay any sums, rentals or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Article 5.14 shall: (i) entitle County to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to Concessionaire until all obligations under this Agreement are

performed and satisfied. Prior to consent from County to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Article 5.14. The obligations arising under this Article 5.14 shall survive the expiration or termination of this Agreement.

ARTICLE 6

CONSTRUCTION OF IMPROVEMENTS

- 6.01 Required Improvements. Concessionaire shall, at its sole cost and expense, install all improvements and trade fixtures necessary and customary for the operation of a rental car concession within the Assigned Premises in accordance with the requirements of this Article 6.
- 6.02 Alterations, Improvements or Additions. Concessionaire shall make no alterations, additions or improvements to the Assigned Premises, without the prior written approval of the Department, which approval may be granted or withheld by the Department in its sole discretion.
- 6.03 Construction Requirements. All improvements, alterations and additions made by Concessionaire to the Assigned Premises shall be of high quality and meet all applicable Federal, State and local laws, regulations, rules and requirements. Prior to the commencement of construction, one (1) full and complete set of plans and specifications for all improvements, alterations and/or additions shall be submitted to the Department for approval, which approval may be granted or withheld in the Department's sole discretion. All improvements shall be completed in accordance with construction standards established by the Department and the plans and specifications approved by the Department.
- 6.04 Construction Bonds. Concessionaire shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professional, are paid in full for such services and materials. Concessionaire, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Assigned Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Concessionaire of its obligations arising under this Article 6.
- 6.05 Contractor Requirements. Concessionaire shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes in a form approved by County. Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's

Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County's Risk Management Department may reasonably require. County's Risk Management Department may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amount(s) as County's Risk Management Department reasonable determines to be necessary.

- 6.06 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by County, Concessionaire shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that the County's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Assigned Premises or other County property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security within ten (10) days, County may do so and thereafter charge Concessionaire, and Concessionaire shall promptly pay to County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees.

ARTICLE 7 TITLE TO IMPROVEMENTS

- 7.01 Title to Improvements. All fixtures and improvements that are constructed or placed upon the Assigned Premises, excluding furnishings, equipment and trade fixtures, (the "Improvements") shall become the absolute property of County upon termination or expiration of this Agreement and County shall have every right, title, and interest therein, free and clear of any liens, mortgages encumbrances.
- 7.02 Evidence of Transfer of Ownership. Upon the request of County, Concessionaire shall provide County with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to County that the Improvements are free from liens, mortgages and other encumbrances.
- 7.03 Removal of Improvements. Notwithstanding anything in this Agreement to the contrary, County shall be entitled, at its option, to have the Assigned Premises returned to County free and clear of some or all of the Improvements at Concessionaire's sole cost and expense. In such event, County shall provide timely notification to Concessionaire of its election to require removal of Improvements and, to the extent possible, County shall notify Concessionaire at

least sixty (60) days prior to the expiration or termination of this Agreement. Concessionaire shall have sixty (60) days from date of notice within which to remove the Improvements. If Concessionaire fails to remove the Improvements, County may remove the Improvements. Concessionaire agrees that Concessionaire shall fully assume and be liable to County for payment of all costs of removal of the Improvements (whether direct or indirect) incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable County within thirty (30) days from the date of the written notice provided by the Department. The obligations arising under this Article 7 shall survive the expiration or termination of this Agreement.

ARTICLE 8

OBLIGATIONS OF CONCESSIONAIRE

8.01 Maintenance and Repair. Concessionaire shall, at its sole cost and expense, maintain the Assigned Premises and improvements and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable Federal, State and local laws, regulations and rules. Concessionaire shall repair all damages to the Assigned Premises caused by its employees, patrons, invitees, suppliers of service, or furnishers of material, or any other person whomsoever, and all damages caused by or resulting from or in any way arising out of Concessionaire's operations thereon or Concessionaire's use of the Assigned Premises. Concessionaire shall maintain and repair all equipment thereon. Concessionaire shall repaint and refurbish its facilities as may be deemed necessary in the reasonable discretion of the Department. The Department may inspect the Assigned Premises to identify items in need of maintenance or repair and report in writing to the Concessionaire those items in need of maintenance and repair. Concessionaire agrees that it shall abide by the decision of the Department with respect to any and all such maintenance or repair. The Department shall reasonably judge Concessionaire's performance under this Article 8.01 as to the quality of maintenance and repair. Upon written notice by the Department to Concessionaire, Concessionaire shall perform the required maintenance or repair in accordance with the Department's decision. If Concessionaire has not made a good faith effort, as determined by the Department, to begin to perform the maintenance or repair within ten (10) days after receipt of the Department's written notice and to diligently pursue the same to completion, County shall have the right to enter the Assigned Premises and perform the necessary maintenance or repair, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs thereof, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) calendar days of the Department's billing therefor.

8.02 Concession Service Standards.

- A. Subject to the terms and conditions of this Agreement, Concessionaire shall operate and manage the Concession for the purpose of providing rental car services to the traveling public and shall conform in all respects to all applicable Federal, State and local laws, regulations and rules.
- B. The Assigned Premises shall be staffed and operated seven (7) day per week, commencing not less than thirty (30) minutes prior to the first scheduled flight and ending not less than thirty (30) minutes after the last scheduled flight, except as otherwise approved in writing by the Department.
- C. Concessionaire shall cause its employees to conduct themselves at all times in a courteous manner towards the public and to provide prompt, efficient and safe service.
- D. Concessionaire shall provide and maintain a high standard of service, quality and value.
- E. For the convenience of Concessionaire's customers, Concessionaire shall provide, at its sole cost and expense, courtesy shuttle service between the Terminal and Concessionaire's ready-return/auto storage and service area. At no time shall Concessionaire utilize any Terminal area location for the parking of rental cars to be picked-up or returned by Concessionaire's customers.
- F. Concessionaire recognizes that from time-to-time the Department may cause quality assurance reviews of the Concession to be conducted. Such reviews may include inspection of Concessionaire's courtesy shuttle vehicles and the rental cars used in the operation of the Concession. Concessionaire agrees to fully cooperate in such quality assurance reviews and to immediately take whatever action is necessary to correct any deficiencies. In the event that it is reasonably determined that a courtesy shuttle vehicle or rental car is unsafe, unsightly or in need of repair, the Department reserves the right to disapprove Concessionaire's continued use of such vehicle. Upon written notice to Concessionaire, the subject vehicle shall be immediately removed from service until such time all deficiencies are corrected.

8.03 Concession Operational Standards.

- A. Concessionaire shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.

- B. Concessionaire shall make all reasonable efforts, in a proper and ethical business manner, to maintain and develop the Concession and shall not divert or cause to be diverted and rental car business from the Airport.
- C. Concessionaire shall not permit its employees or any other person under its control to engage in open or public disputes or conflicts.
- D. The Assigned Premises shall be operated and maintained in a safe, clean, orderly and inviting condition at all times.
- E. Concessionaire shall be strictly prohibited from installing or posting any signage, promotional materials, displays and/or advertisements within its Assigned Premises or at the Airport with the exception of: (1) advertisements promoting the services or products offered by Concessionaire within its Assigned Premises; (2) advertising and promotional items purchased from the Airport's advertising concessionaire; or (3) permanent identifying, directional or informational signage approved by the Department for installation within the Assigned Premises. Notwithstanding the foregoing, Concessionaire acknowledges and agrees that all advertising, promotional materials and signage to displayed within the Assigned Premises shall be subject to approval of the Department. The Department shall have the right, in its sole and absolute discretion, to require Concessionaire to remove any advertising, displays or promotional materials determined by the Department to be in conflict with its advertising concession or any other Airport concession. All signage, advertisements, displays and promotional materials installed or posted within the Assigned Premises shall be made of high quality materials and professionally manufactured and installed. Concessionaire shall not post handwritten signage, fabric or plastic banners or other similar signage within the Assigned Premises.
- F. Concessionaire shall not, in any manner, solicit customers from the Assigned Premises or elsewhere within the Terminal or its vicinity. This restriction shall include the approaching of any person by an employee or any other representative of Concessionaire for the purpose of offering information regarding Concessionaire or conducting surveys. This restriction shall apply at all times and at all Terminal locations.
- G. Though the public access area located in front of Concessionaire's reservation counter may be cordoned-off, at the option of Concessionaire, for the purpose of customer queuing, the area is not included in the Assigned Premises and therefore is not considered in the calculation of Facility Rental. The public access area extends the length of Concessionaire's reservation counter and ten feet (10") from the front of

the counter. Such use of the public access area requires that Concessionaire utilize only such barrier stanchions as specifically designated by the Department and that the placement and condition of such stanchions be maintained in a neat and orderly manner and in good repair at all times.

- H. Concessionaire's courtesy shuttle vehicles shall only utilize those certain Airport locations which are designated by the Department for the picking-up or dropping-off of customers. In addition, the time such vehicles are within these areas shall be strictly limited to that which is necessary to safely drop-off or pick-up customers.
- I. Concessionaire shall not represent itself as a provider of for-hire transportation services nor render services which are customarily provided by the operators of such transportation services.
- J. Nothing contained herein shall require Concessionaire to own, unconditionally or otherwise, vehicles used in the operation of the Concession; provided, however, all vehicles used in the operation of the Concession shall be owned, leased, or rented by Concessionaire or an affiliate. Concessionaire may obtain such vehicles from any supplier.
- K. All contracts, advertising, solicitation and publicity regarding Concessionaire shall be made in Concessionaire's lawful name and shall not in any manner misrepresent the relationship between County and Concessionaire or County's interest herein.
- L. The day-to-day operation and management of the Concession shall be under the direct supervision of an active, qualified and competent manager who shall at all times be subject to the direction and control of Concessionaire.
- M. Prior to the Commencement Date, Concessionaire shall designate in writing to the Department the name, address and telephone number of the manager who at all times shall be the authorized representative of Concessionaire for all matters relating to the Concession. Concessionaire shall provide written notice to the Department of any change in its manager within seven (7) days of the change and shall include any change of address or telephone number.
- N. Concessionaire, its agents, employees and suppliers shall not block any areas used for ingress and egress by Airport traffic and shall not interfere with the activities of County, its agents, employees, any other Airport Concessionaires or tenants, or any other authorized person.

- O. The services provided by Concessionaire shall be strictly limited to those permitted herein. Concessionaire shall not engage in any other business activity from the Assigned Premises or any other location on the Airport without benefit of a validly executed agreement entered into with County for the provision and conduct of such other business activity.
- P. Concessionaire shall provide and install, at its sole cost and expense, within the Assigned Premise, office furnishings, fixtures and communication systems and equipment as may be necessary for the effective and efficient operation of the Concession.

8.04 Utilities. County shall provide electricity and water used or consumed in or on the Assigned Premises. Concessionaire will connect into all utilities, at its own cost, in accordance with the utility's standards. Notwithstanding the foregoing, Concessionaire acknowledges and agrees that County may pro-rate utility charges to Terminal tenants, including to Concessionaire. In such event, Concessionaire hereby expressly agrees that Concessionaire shall assume and be liable to County for payment of all such utility costs. Such utility costs shall be due and payable within thirty (30) consecutive days from Department's billing therefor.

8.05 Cleanliness of Premises. The Assigned Premises and all equipment and materials used by Concessionaire shall at all times be clean, sanitary and free from rubbish, refuse, food scraps, garbage, just, dirt, rodents, insects, and other offensive or unclean materials. Concessionaire, at its sole cost and expense, shall be responsible for the provision of all janitorial services in its Assigned Premises. Concessionaire shall remove or cause to be removed, at its sole cost and expense, all waste, garbage, rubbish, and/or refuse and agrees to deposit same in the area of the Airport designated by Department for such purpose at the end of each shift and as often as necessary to maintain compliance with the provisions of this Article 8.05. The Department shall reasonably determine whether Concessionaire is in compliance with the obligations as provided for herein and shall provide Concessionaire with written notice of any violations of Concessionaire's obligations. Immediately upon Concessionaire's receipt of Department's written notice of violation, Concessionaire shall commence such corrective action as required by Department or as may be necessary to remedy such non-compliance to satisfaction of receipt of Department. If corrective action is not initiated within ten (10) days of receipt of Department's written notice and pursued to completion in a diligent manner, the Department may cause the same to be accomplished and Concessionaire hereby expressly agrees that Concessionaire shall assume and be liable to County for payment of all such costs, plus twenty-five percent (25%) for administrative overhead. Such costs, plus the administrative cost, shall constitute additional rent and shall be due and payable within thirty (30) consecutive days from Department's billing therefor.

- 8.06 Security. Concessionaire acknowledges and accepts full responsibility for the security and protection of the Assigned Premises and any and all inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Concessionaire fully understands that the police security protection provided by County is limited to that provided by the Palm Beach County Sheriff's Office to any other business situated at the Airport, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Assigned Premises shall be the sole responsibility of Concessionaire and shall involve no cost to County.
- 8.07 Airport Security Program. Concessionaire agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the Department. The Department shall have the right to require the removal or replacement of any employee of Concessionaire at the Airport that the Department has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, County may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 9 INSURANCE

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 9 nor County's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

- 9.01 Commercial General Liability. Concessionaire shall maintain Commercial General Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Fire Legal Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000). Medical Payments insurance (when available) with a limit of not less than Five Thousand Dollars (\$5,000). Coverage shall be provided on a primary basis.
- 9.02 Business Auto Liability. Concessionaire shall maintain Business Automobile Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence for owned, non-owned and hired automobiles. In the event Concessionaire has no owned automobiles, Concessionaire shall only be required to maintain Hired & Non-Owned Auto Liability insurance. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability insurance or separate Business Auto Liability insurance. Coverage shall be provided on a primary basis.
- 9.03 Workers' Compensation & Employers Liability. Concessionaire shall maintain Workers' Compensation & Employers Liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis. In the event Concessionaire subcontracts any portion of the work or services required or permitted by this Agreement to another party, Concessionaire shall be responsible for ensuring the subcontractor maintains Worker's Compensation & Employers Liability insurance, or Concessionaire shall provide coverage under its own Worker's Compensation & Employers Liability policy on behalf of the subcontractor.
- 9.04 Additional Insured Endorsement. Concessionaire shall endorse County as an Additional Insured on each liability insurance policy required to be maintained by Concessionaire, except for Worker's Compensation and Business Auto Liability insurance policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured

endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

- 9.05 Certificate of Insurance. Concessionaire shall provide County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this Agreement, Concessionaire shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.
- 9.06 Waiver of Subrogation. Concessionaire agrees by way of entering this Agreement in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this Agreement. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Concessionaire shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Concessionaire enter into such an agreement on a pre-loss basis.
- 9.07 Deductibles, Coinsurance, & Self-Insured Retention. Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.
- 9.08 Right to Review or Reject Insurance. County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 9 from time to time throughout the Term of this Agreement. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Concessionaire a written notice of rejection, and Concessionaire shall comply within thirty (30) days of receipt of the notice.
- 9.09 No Representation of Coverage Adequacy. Concessionaire acknowledges the limits, coverages and endorsements required by this Article 9 are intended to minimize liability for County. Concessionaire agrees that it will not rely upon the requirements of this Article 9 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 10
RELATIONSHIP OF THE PARTIES

Concessionaire, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

ARTICLE 11
INDEMNIFICATION

Concessionaire agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Agreement or Concessionaire's use or occupancy of the Assigned Premises, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Concessionaire or any breach of the terms of this Agreement: provided, however, Concessionaire shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County its respective agents, servants, employees and officers. Concessionaire further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Concessionaire's activities or operations or use of the Assigned Premises whether or not Concessionaire was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Concessionaire. Concessionaire recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that County would not enter into this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 11 shall survive the expiration or termination of this Agreement.

ARTICLE 12
DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

12.01 Concessionaire's Obligations. Concessionaire hereby assumes full responsibility for the condition of the Assigned Premises and character, acts and conduct of all persons admitted to the Assigned Premises by or with the actual or constructive consent of Concessionaire or by or with the consent of any person acting for or on behalf of Concessionaire. If the Assigned Premises, improvements, or any part thereof, are damaged in any way whatsoever, whether by act of God, by the act, default or negligence of Concessionaire, or of Concessionaire's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Assigned Premises by Concessionaire or otherwise, Concessionaire shall, at its sole cost and expense, restore the Assigned Premises to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Concessionaire in accordance with the construction requirements contained herein and as established by the Department. If Concessionaire fails to restore the Assigned Premises as required above, County shall have the right to enter the Assigned Premises and perform the necessary restoration, and Assigned Premises hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs therefor, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of written notice therefor.

12.02 Right to Cancel. If any of the improvements on the Assigned Premises are damaged or destroyed in whole or in part by fire or other casualty, Concessionaire may, subject to approval of County, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement. In such event, Concessionaire shall provide County written notice within thirty (30) days after the date of any such damage or destruction and, upon approval by County, this Agreement shall terminate and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by County. All fees and other sums due hereunder payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of insurance proceeds by County under this Article 12 will relieve Concessionaire from any responsibility to restore the Assigned Premises to its former condition; provided, however, that Concessionaire expressly agrees, covenants and warrants that nothing herein shall serve to relieve Concessionaire of its liability for penalties or expenses associated with, arising out of, or in any way resulting from any impairment of or damage to the environment of the Assigned Premises, and Concessionaire further waives any claim against County for damages or compensation, should this Agreement be so terminated.

12.03 Insurance Proceeds. Upon receipt by Concessionaire of the proceeds of the insurance policy or policies, the proceeds shall be deposited in an escrow account approved by the Department so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

12.04 Termination Upon Destruction or Other Casualty. In the event the Assigned Premises, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by County impossible, then County, at its sole option, may terminate this Agreement. Concessionaire shall pay all fees, rental and costs and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations hereunder other than those which expressly survive expiration or termination of this Agreement. Concessionaire hereby waives any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 13
TERMINATION OF AGREEMENT, DEFAULT, AND REMEDIES

13.01 Termination. This Agreement shall automatically terminate and expire at the end of the Term.

13.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Concessionaire:

- A. The vacating or abandonment of the Assigned Premises by Concessionaire.
- B. The failure by Concessionaire to make payment of Concession Fees, Facility Rental or any other payment required to be made by Concessionaire hereunder, as and when due, where such failure continues for a period of three (3) days after written notice thereof from County to Concessionaire.
- C. The failure by Concessionaire to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Concessionaire, other than those

described in paragraph B above, where such failure shall continue for a period of thirty (30) days after written notice from County to Concessionaire; provided, however, that if the nature of Concessionaire's default is such that more than thirty (30) days are reasonably required for its cure, then Concessionaire shall not be deemed to be in default if Concessionaire commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

- D. To the extent permitted by law, (i) the making by Concessionaire or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Concessionaire, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of Concessionaire's assets located at the Assigned Premises or of Concessionaire's interest in this Agreement, where possession is not restored to Concessionaire within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Concessionaire's assets located at the Assigned Premises or of Concessionaire's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- E. The discovery by County that any information given to County by Concessionaire relating to this Agreement was materially false.

13.03 Remedies. In the event of any such material default or breach by Concessionaire, County may, with or without notice or demand, pursue any available right or remedy at law or equity including the right, at its option, to immediately terminate this Agreement, by giving written notice to that effect. Upon such termination, Concessionaire shall immediately surrender the Assigned Premises to County and shall cease its operations at the Airport. Such termination shall be without prejudice to County to any remedy for arrearages or payments due hereunder or breach of covenant or damages for the balance of the Concession Fees and other sums due hereunder, payable through the full Term of this Agreement, or any other damages or remedies whatsoever. Upon termination of this Agreement, County shall have the right to engage another Concessionaire to provide the services required hereunder for such period or periods at such fees and upon other terms and conditions as County may, in good faith, deem advisable.

13.04 Termination by Concessionaire. Concessionaire may terminate this Agreement, if Concessionaire is not in default of this Agreement (including, but not limited to, its payments to County hereunder), by giving County sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. Issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes and the remaining in force of such injunction for a period of at least ninety consecutive (90) days.
- B. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of sixty (60) consecutive days after receipt from Concessionaire of written notice to remedy same provided, however, that if the nature of County's obligations is such that more than sixty (60) days are required for performance then County shall not be in default if County commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, a notice of cancellation shall not be of any force or effect if County has remedied the default prior to receipt of Concessionaire's notice of cancellation.
- C. 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 a manner as to substantially restrict the operation of Concessionaire, for a period of at least ninety (90) consecutive days.

13.05 Surrender of Assigned Premises. Notwithstanding the obligations of Concessionaire and rights of County provided for herein, Concessionaire expressly agrees that upon termination or cancellation of this Agreement it shall immediately surrender the Assigned Premises to County free and clear of all personal property of Concessionaire. All repairs and obligations for which Concessionaire is responsible shall be completed by the earliest practical date prior to surrender. Any personal property of Concessionaire not removed in accordance with this provision may be removed and placed in storage by the Department at the sole cost of Concessionaire. Failure on the part of Concessionaire to reclaim same, as provided by law, shall constitute a gratuitous transfer of title to County for whatever disposition is deemed to be in the best interest of County.

ARTICLE 14
ASSIGNMENT AND TRANSFER

Concessionaire shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement, or sublet the Assigned Premises or any portion thereof ("Assignment"), without the prior written consent of the County, which consent may be granted or withheld by the County in its sole discretion. Any such attempted Assignment without County approval shall be null and void. In the event the County consents in writing to an Assignment, Concessionaire shall have the right to the extent permitted by the County's consent to such Assignment, provided that the use of the Assigned Premises shall be limited to the same uses as are permitted under this Agreement. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. County may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder after such assignment.

ARTICLE 15
SIGNS

No signs, posters, or similar devices shall be erected, displayed, or maintained by Concessionaire in view of the general public in, on, or about the Assigned Premises or elsewhere on the Airport, without the prior written approval of the Department, which approval may be granted or withheld by the Department in its sole discretion. Any signs that are not approved by the Department shall be immediately removed at the sole cost and expense of Concessionaire. All signs approved for Concessionaire's operations at the Airport shall be at the cost of the Concessionaire.

ARTICLE 16
LAWS, REGULATIONS, PERMITS AND TAXES

16.01 General.

- A. Concessionaire agrees that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

B. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Department may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

16.02 Permits and Licenses Generally. Concessionaire agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Agreement by any Federal, State or local governmental entity or any court of law having jurisdiction over Concessionaire or Concessionaire's operations and activities, for any activity of Concessionaire's conducted on the Assigned Premises and for any and all operations conducted by Concessionaire including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Concessionaire's operations and activities on the Assigned Premises have been obtained and are in full legal compliance. Upon the written request of the Department, Concessionaire shall provide to Department certified copies of any and all permits and licenses which Department may request.

16.03 Air and Safety Regulation. Concessionaire agrees that it shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Concessionaire resulting from, or in any way related to, the conduct of Concessionaire's business on the Assigned Premises. Concessionaire shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. Concessionaire hereby agrees that neither Concessionaire, nor employee or contractor or any person working for or on behalf of Concessionaire, shall require any personnel engaged in the performance of Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

16.04 Payment of Taxes. Concessionaire shall pay any and all taxes and other costs lawfully assessed against its interest in the Assigned Premises, its improvements and its operations under this Agreement. Concessionaire shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Concessionaire's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, the Concessionaire shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 17
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND CONCESSIONAIRE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONCESSIONAIRE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE ASSIGNED PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE ASSIGNMENT OF THE ASSIGNED PREMISES TO CONCESSIONAIRE PURSUANT TO THIS AGREEMENT. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND CONCESSIONAIRE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS AGREEMENT. FURTHERMORE, CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT, WAS AT ITS SOLE RISK.

ARTICLE 18
NOTICES

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County Department of Airports
ATTN: Deputy Director Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

With copy to:

Palm Beach County Attorneys' Office
ATTN: Airport Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

Concessionaire:

Vanguard Car Rental USA Inc.
700 Corporate Park Drive, 3rd Floor
St. Louis, MO 63105

Either party may change the address to which notices under this Agreement shall be given, upon three (3) days prior written notice to the other party.

ARTICLE 19
GOVERNMENTAL RESTRICTIONS

- 19.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 19.01 shall not act or be construed as a waiver of any rights Concessionaire may have against the United States as a result of such taking.
- 19.02 Federal Review. Concessionaire acknowledges this Agreement may be subject to review or inspection by the FAA to determine satisfactory compliance with Federal law or grant assurances and agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Agreement which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.
- 19.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County of Palm Beach, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Assigned Premises, the business or property of Concessionaire.
- 19.04 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Assigned Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.
- 19.05 Operation of Airport. Concessionaire expressly agrees for itself, its subleases, successors and assigns, to prevent any use of the Assigned Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.
- 19.06 Release. Concessionaire acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

ARTICLE 20
NON-DISCRIMINATION

20.01 Non-discrimination. Concessionaire for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, age, handicap, religion, marital status, familial status, or gender expression or identity shall be excluded from participation in or denied the use of said Assigned Premises, (b) that in the construction of any improvements on, over, or under such Assigned Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, age, handicap, religion, marital status, familial status, or gender expression or identity shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Concessionaire shall use the Assigned Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations have been or may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess said Assigned Premises and the facilities hereon, and hold the same as if said Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

20.02 Disadvantaged Business Enterprises/Affirmative Action. Concessionaire acknowledges that the provisions of Title 49, Part 23, Subpart F of the Code of Federal Regulations, Disadvantaged Business Enterprises (DBE), and Title 14, Part 152 of the Code of Federal Regulations, Affirmative Action Employment Programs, are applicable to the activities of Concessionaire under the terms of this Agreement, unless exempted by said regulations, and hereby agrees to comply with said regulations, as now or hereafter amended or any successor regulations, and all requirements of the Department, the FAA and the U.S. Department of Transportation, in reference thereto. These requirements include, but are not limited to, the compliance with DBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises in accordance with the goals established in Article 20.03. Failure to comply with these requirements shall be grounds for default and termination of this Agreement. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award of performance of any

concession agreement covered by Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation. Concessionaire agrees to include the preceding statement in any subsequent concession agreements that it enters and cause those businesses to similarly include the statement in further agreements. Any termination pursuant to this Article 20.02 shall not be effective until the procedures specified in said federal regulations or established by County are completed, including exercise or expiration of any appeal rights.

20.03 Disadvantaged Business Enterprise Participation Goals. Notwithstanding the foregoing, Concessionaire hereby agrees that for each twelve (12) month period throughout the Term of this Agreement, the total amount expended for the purchase of products, goods and services used in the operation of the Concession and supplied by Department certified DBE's shall be at least equal to fifteen percent (15%) of Concessionaire's gross receipts for the same period. For the purpose of verifying Concessionaire's good faith efforts, Concessionaire shall keep and maintain such books of account and records as necessary for compliance with Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation, County's and Concessionaire's commitment to such DBE participation. Concessionaire shall provide annual reports to the Department as to the percentage of purchases made from Department certified DBE's during the previous year. In the event that Concessionaire's annual report reveals that Concessionaire did not meet the established fifteen percent (15%) DBE participation goal for the previous twelve (12) month period, Concessionaire shall also furnish a detailed report as to reason(s) that the participation goal was not met together with documentation of Concessionaire's good faith efforts and a corrective action plan for meeting the DBE goal. Within thirty (30) days following the Department's receipt of Concessionaire's reports, the Department shall prepare and submit to Concessionaire a statement with approving or disapproving Concessionaire's corrective action plan.

ARTICLE 21 MISCELLANEOUS

21.01 County Not Liable. County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) cessation for any reason of air carrier operations at the Airport Terminal or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury whatsoever sustained by Concessionaire including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County. All personal property placed on or moved on to the Assigned

Premises shall be at the sole risk of Concessionaire. County shall not be liable for any damage or loss of any personal property placed or moved on to the Assigned Premises.

- 21.02 Authorized Uses Only. Notwithstanding anything to the contrary herein, Concessionaire shall not use or permit the use of the Assigned Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for County or Concessionaire.
- 21.03 Waivers. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
- 21.04 Subordination to Bond Resolution. This Agreement and all rights granted to Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Concessionaire agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Concessionaire and County with the terms and provisions of this Agreement and Bond Resolution.
- 21.05 Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 21.06 County's Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Concessionaire or its operations.
- 21.07 Rights Reserved to County. All rights not specifically granted Concessionaire by this Agreement are reserved to County.

- 21.08 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision clause, or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion hereof.
- 21.09 Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
- 21.10 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.
- 21.11 Inspections. The authorized employees and representatives of County and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right of access to the Assigned Premises at all reasonable times for the purposes of inspection for compliance with the provisions of this Agreement and/or applicable laws.
- 21.12 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.
- 21.13 Paragraph Headings. The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- 21.14 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.
- 21.15 Performance. The parties expressly agree that time is of the essence in this Agreement and the failure by Concessionaire to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 21.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Section 287-133(3)(a), Florida Statutes.

- 21.19 Excusable Delay. Any party in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Agreement.
- 21.20 Consent or Approval. Wherever this Agreement requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Director of the Department.
- 21.21 Entirety of Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 21.22 No recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.
- 21.23 Construction. Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.
- 21.24 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of two witnesses for County:

Connie Shoffner
Signature

Connie Shoffner
Print Name

Ray Walter
Signature

RAY WALTER
Print Name

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helgenst
County Attorney

Signed, sealed and delivered in the presence of two witnesses for Concessionaire:

Christine L. Eller
Signature

Christine L. Eller
Print Name

Jennifer Koontz
Signature

Jennifer Koontz
Print Name

VANGUARD CAR RENTAL USA INC.

By: [Signature]
Signature

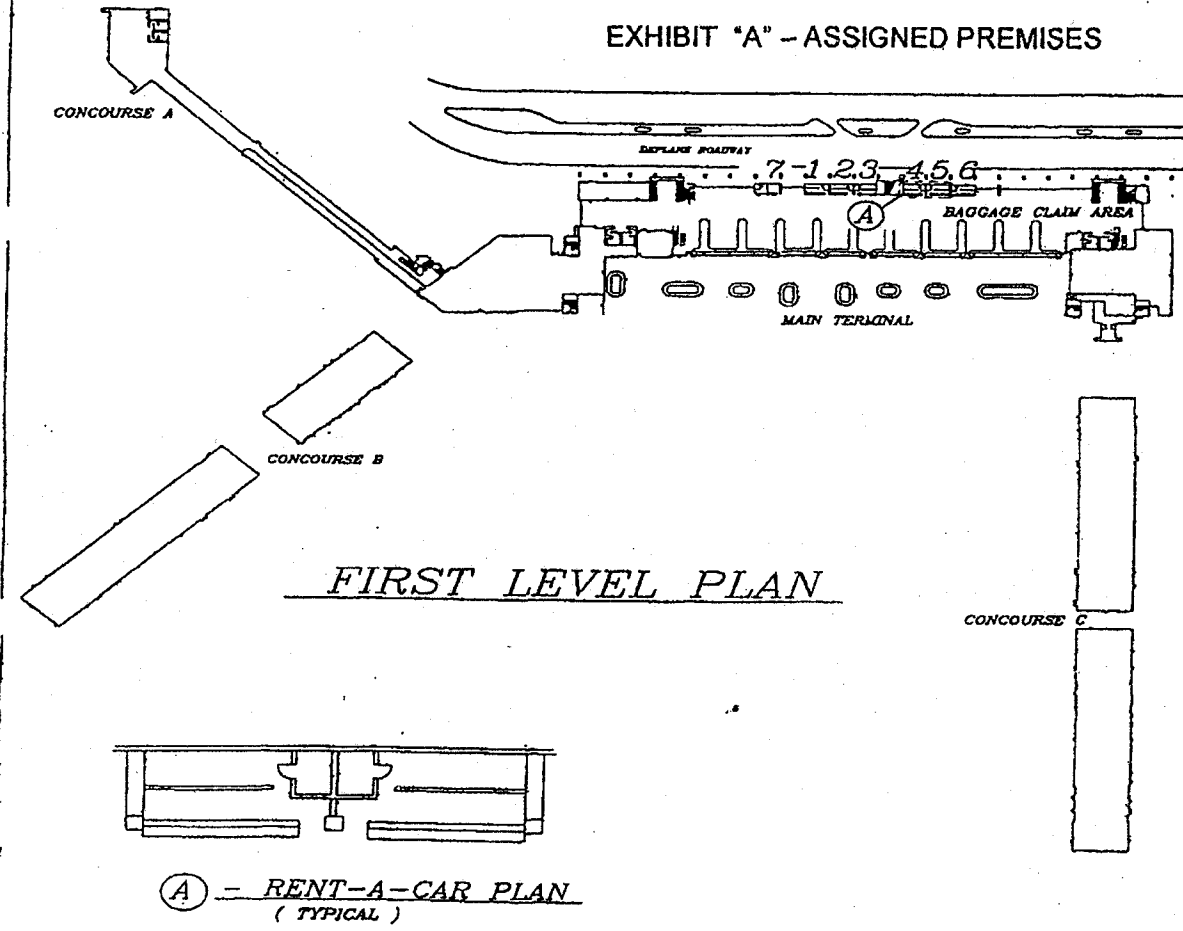
Gary W. Cunningham
Print Name

Vice President
Title

(Seal)


EXHIBIT "A"
ASSIGNED PREMISES

EXHIBIT "A" - ASSIGNED PREMISES



FIRST LEVEL PLAN

POSITION	CONCESSIONAIRE	SQ. FT. OF RESERVATION COUNTERS/OFFICES
1	DTG Operations, Inc. (Thrifty)	494.13
2	Hertz	477.38
3	Budget	460.63
4	DTG Operations (Dollar)	460.63
5	Avis	477.38
6	Vanguard (Alamo and National)	494.13
7	Enterprise	148.50

SCALE: NONE	DRAWN BY: DLF CHECKED BY: SF APPROVED BY: SS	DATE: OCT. 1, 2003	SHEET 1 OF 1
DEPARTMENT OF AIRPORTS PALM BEACH INTERNATIONAL AIRPORT			
			
<p>AIRPORT RENTAL CAR CONCESSION AGREEMENT</p>			

BUILDING AND BEST PALM BEACH, FL 33409 (04/17/71-7450)

**PALM BEACH INTERNATIONAL AIRPORT
NONCONCESSIONAIRE RENTAL CAR AND PARKING LOT OPERATOR
GROUND TRANSPORTATION PERMIT**

THIS NONCONCESSIONAIRE RENTAL CAR AND PARKING LOT OPERATOR GROUND TRANSPORTATION PERMIT (this "Permit") is made and entered into this 14 day of ~~September~~ 2009, by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and Fort Lauderdale Auto Leasing Corp. d/b/a Sunshine Rent A Car a/k/a Fox Rent A Car ("Permittee"), having its office and principal place of business at 312 West State Road #84, Ft. Lauderdale, FL 33315.

WITNESSETH:

WHEREAS, County, by and through its Department of Airports ("Department"), owns and operates Palm Beach International Airport ("Airport"), located in Palm Beach County, Florida; and

WHEREAS, Resolution No. 2009-1267, adopted by the Palm Beach County Board of County Commissioners on August 18, 2009, authorizes Department to issue this Permit; and

WHEREAS, County, as the owner and operator of the Airport, has the power and authority to regulate the use of the Airport roadways to ensure the traveling public has access to an orderly ground transportation system and to ensure efficient use of the limited capacity of the Airport roadways; and

WHEREAS, Permittee has applied for a permit to engage in ground transportation on the Airport; and

WHEREAS, Permittee provides vehicle rental and/or parking services to Airport customers and derives substantial commercial benefit from the Airport's operations.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1
RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

2.01 "Airport" means the Palm Beach International Airport.

- 2.02 "Annual Report" has the meaning ascribed to it in Section 5.08.
- 2.03 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution (dated April 3, 1984 R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.04 "Department" means the Palm Beach County Department of Airports.
- 2.05 "FAA" means the Federal Aviation Administration or any successor agency.
- 2.06 "Gross Revenues" means all amounts paid or payable (whether received or receivable, whether cash or credit and regardless of where or by whom the payment is made) to Permittee arising out of its operations conducted at, to or from the Airport. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues that derive from, arise out of or become payable on account of this Permit, whether directly or indirectly, shall be included in Gross Revenues, including, but not limited to, amounts paid or payable for:
- A. The use, rental or lease of vehicles. Gross Revenues for vehicle rental operations shall include, but shall not be limited to:
1. Fees or charges for any additional services or accessories;
 2. The time and/or mileage charges, after discounts, assessed by Permittee on its customers;
 3. The premiums on any and all insurance sold, including personal accident insurance, personal effects and cargo insurance, life insurance and any other insurance sold in connection with a vehicle rental;
 4. Any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;
 5. Any and all fees and charges for equipment, supplies and incidental items that are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, pagers, child restraint seats, video equipment, and any other incidental items and services; and
 6. Charges commonly referred to as "drop charges" or "intercity fees".

Gross Revenues for vehicle rental operations shall not include:

1. The amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed, which are separately stated and collected from customers;
2. Sums received from customers for Collision Damage Wavier (CDW) protection and Loss Damage Waiver (LDW) protection;
3. Any sums received as insurance proceeds, or payments from Permittee's customers or insurers for damage to vehicles or other property of Permittee;

4. Sums received as the result of the loss, conversion, or abandonment of Permittee's vehicles;
 5. Sums received from the sale of vehicles or other equipment the use of which Permittee wishes to discontinue; or
 6. Amounts charged to customers for fueling rental vehicles.
- B. Parking or storage of vehicles.
 - C. Use of a Shuttle Vehicle transporting customers to or from the Airport.
 - D. Recovery of the Permit Fees payable hereunder, including, but not limited to, the fees referred to in Section 5.11.

2.07 "Payment Security" has the meaning ascribed to it in Section 5.12.

2.08 "Permit" means this Permit and all exhibits attached hereto, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Permit, refer to this Permit as a whole, unless context otherwise requires.

2.09 "Permit Fees" has the meaning ascribed to it in Section 5.02.

2.10 "Permit Year" means the twelve (12) month period, beginning on October 1 and ending on September 30 and each twelve (12) month period thereafter, until the termination of this Permit.

2.11 "Shuttle Vehicle" means any vehicle used to transport customers between the Airport and Permittee's off-airport business location(s), including, but not limited to, vans, shuttle buses, limousines, automobiles and rental vehicles.

2.12 "Statement of Gross Revenues" has the meaning ascribed to it in Section 5.03.

2.13 "Terminal" means the passenger terminal building located at the Airport.

2.14 "TSA" means the Transportation Security Administration or any successor agency.

2.15 "Vehicle Rental Agreement" means the sequentially numbered document opened at the start of a vehicle rental transaction between Permittee and its customer.

ARTICLE 3
TERM

This Permit shall be effective on the 1 day of October, 2009, and shall terminate on September 30th, 2010, except as otherwise provided for herein. Provided that Permittee is not in violation of the terms and conditions of this Permit and has paid all applicable fees, this Permit shall automatically renew on a yearly basis (October 1st through September 30th), unless either party hereto, with Department acting on behalf of County, shall advise the other party at any time by at least thirty (30) days' advance written notice of its intent to terminate this Permit.

ARTICLE 4
PRIVILEGES AND OBLIGATIONS

- 4.01 Privileges. Subject to the terms and conditions of this Permit, Permittee is authorized by this non-exclusive Permit to operate its Shuttle Vehicles on the Airport's Terminal access roadways by the most direct authorized route in the transportation of only those customers with bona fide reservations, between the Airport and Permittee's off-airport business location(s). This shall include customers who made reservations prior to enplaning and customers who made reservations by telephoning Permittee from the Airport after deplaning.
- 4.02 Operational Standards.
- A. Permittee shall operate on the Airport in a clean, orderly and safe fashion. Permittee shall keep its Shuttle Vehicles clean and well maintained.
 - B. Permittee shall load and unload its passengers on its Shuttle Vehicles only in those areas designated by Department. Permittee shall load and unload its passengers on its Shuttle Vehicles as quickly and efficiently as possible under the circumstances to ensure the availability of the designated areas for use by other Airport users. Shuttle Vehicles shall not be permitted to park or loiter on the Airport. Drivers shall remain in the Shuttle Vehicle except to assist Permittee's customers in the loading or unloading of their baggage.
 - C. Permittee shall cause its drivers, agents, and other employees to conduct themselves at all times in a courteous manner towards the public and to provide prompt, efficient, and safe service. Permittee shall not allow its drivers, agents, or other employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. Department shall have the right to resolve all such disputes or conflicts, and its determinations shall be binding upon Permittee.
- 4.03 Solicitation. Permittee shall not allow its drivers, agents, or other employees to solicit business in any manner whatsoever on the Airport, including, but not limited to, solicitation of passengers or customers and solicitation of employees on the Airport for vehicle rental, parking or shuttle transportation services. All services shall be provided on a pre-arranged basis only.

- 4.04 Business Operations. Permittee shall not conduct any vehicle rental, vehicle parking or Shuttle Vehicle operations, or any other business on the Airport, except as expressly authorized by this Permit, without first entering into an agreement with County. Permittee shall not maintain an office on the Airport as a subtenant or subcontractor of any Airport tenant, unless otherwise approved by Department.
- 4.05 Advertising. Permittee shall not solicit business on the Airport other than indirectly by advertising through the Airport's Advertising Concessionaire. Permittee may lease, at its sole cost and expense, advertising space from the Airport's Advertising Concessionaire. Advertising fees and charges remitted to the Airport's Advertising Concessionaire shall be in addition to the Permit Fees payable hereunder.
- 4.06 Customer Identification. Upon request by an authorized representative of Department, Permittee's drivers, agents or other employees shall provide said representative with the names of its pre-reserved customers and other information applicable to the reservation(s).
- 4.07 Airport Decal. Upon issuance of this Permit, and upon annual renewal of this Permit as provided in Article 3 above, Department may issue to Permittee one (1) windshield decal per Shuttle Vehicle intended to be used by Permittee on the Airport. Permittee shall affix one (1) decal to the windshield of each of its Shuttle Vehicles as demonstrable proof that Permittee is afforded the privileges of this Permit. Permittee shall pay a non-refundable decal issuance fee of Ten Dollars (\$10.00) to Department for each decal issued. Permittee shall not operate any Shuttle Vehicle on the Airport without properly displaying the required decal and may be required to remove any Shuttle Vehicle that is not in compliance with the requirements of this Permit. Department may limit the number of Shuttle Vehicles operating on the Airport.
- 4.08 Vehicle Identification. Permittee shall not use marks, logos or symbols similar to those used to identify the Airport on any Shuttle Vehicles. Permittee shall not use the name "Palm Beach International Airport" or "Palm Beach Airport" or any variation thereof that will likely cause confusion with the name of the Airport on any Shuttle Vehicles. Permittee must include the following statement on all Shuttle Vehicles: "Privately Owned and Operated by {Insert name of Permittee}" with lettering that is two inches (2") or higher. All Shuttle Vehicle markings shall be professionally painted or affixed as a decal.
- 4.09 Vehicle Inspection. By accepting this Permit, Permittee hereby consents to the inspection of its Shuttle Vehicles operating under this Permit by County and its authorized representatives as to size, engine exhaust, radio communication, passenger access, registration, driver's license, license tag and Permit, and other matters pertaining to the efficient and safe operation of the vehicles at the Airport.
- 4.10 Non-Exclusive Rights. The privileges granted under this Permit are non-exclusive, and the County reserves the right to grant similar privileges to other Permittees or users of Airport facilities. No greater privileges with respect to the use of the Airport or any part thereon are granted or intended to be granted to the Permittee by this Permit, other than the privileges expressly and specifically granted herein.
- 4.11 Access. For security reasons or as required by the TSA or the Palm Beach County Sheriff's Department, Department may at any time deny Permittee access on the Airport, or direct Permittee's Shuttle Vehicles to take alternate routes on the Airport.

ARTICLE 5
PERMIT FEES AND AUDITS

- 5.01 Application Fee. Permittee shall pay a non-refundable application fee of Two Hundred Fifty Dollars (\$250.00) with submission of Permittee's application for this Permit. In the event this Permit expires or is otherwise terminated, Permittee shall be required to pay an additional application fee at the then current rate. Permittee acknowledges and agrees that the fees and charges payable hereunder may be modified from time to time and that Permittee shall be responsible for payment of such modified fees without formal amendment to this Permit.
- 5.02 Permit Fees. For the privileges granted herein, Permittee shall pay to Department monthly permit fees equal to eight percent (8%) of monthly Gross Revenues ("Permit Fees"). Permit Fees shall be paid without demand, deduction, holdback or setoff.
- 5.03 Monthly Statements. Permittee shall submit to Department by the fifteenth (15th) day of each month throughout the term of this Permit, and for that month immediately following the expiration or termination of this Permit, a statement certified by an authorized officer of Permittee, in a form and detail satisfactory to Department, detailing Permittee's Gross Revenues, and any exclusion(s) from Gross Revenues, for the preceding month ("Statement of Gross Revenues"). Permittee shall remit to Department the Permit Fees for the preceding month with the Statement of Gross Revenues. This Section 5.03 shall survive the termination of this Permit until all fees payable to County prior to the termination of this Permit have been paid. The Department may require the Statement of Gross Revenues to be submitted electronically.
- 5.04 Interest. If Permittee fails to pay any fees required herein when due and payable in accordance with the terms of this Permit, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date payment is received by Department. Notwithstanding the foregoing, Department shall not be prevented from terminating this Permit for failure to make payment(s) when due to Department pursuant to this Permit, or from exercising any other remedies contained herein or implied by law.
- 5.05 Place of Payment. All payments due under this Permit shall be made payable to "Palm Beach County" and delivered to the Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, or to such other office or address as may be designated by the Department.
- 5.06 Company Records. Permittee shall keep all books of accounts and records customarily used in this type of operation in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Said books of accounts and records shall be retained and be available to Department for three (3) years from the end of each Permit Year, including three (3) years following the expiration or termination of this Permit. Department shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Permittee's operations herein. Permittee shall maintain a numerical sequence of contracts, both issued and non-issued. Permittee shall store its books of accounts and records sequentially, or in such other manner approved by the Department to provide reasonable and

expeditious access for audit purposes herein. If Permittee keeps its books of accounts and records at locations outside Palm Beach County, Permittee shall, at its sole cost and expense, arrange for them to be brought to a location convenient to Department's auditors for Department to conduct the audits and inspections as set forth in this Article 5. The obligations arising under this Section 5.06 shall survive the expiration or termination of this Permit.

5.07 Vehicle Rental, Vehicle Parking and Customer Records. For each vehicle rental, Permittee shall maintain a record of each Vehicle Rental Agreement, including a copy of each original agreement signed by Permittee's customer. Said records shall be retained and be available to Department for three (3) years from the end of each Permit Year, including three (3) years following the expiration or termination of this Permit. The Vehicle Rental Agreement shall indicate that the Airport is the point of origin. Permittee shall also keep a copy of the customer's driver's license. Permittee shall maintain a daily log of all customer vehicles parked at Permittee's facility. The obligations arising under this Section 5.07 shall survive the expiration or termination of this Permit.

5.08 Annual Report. On or before December 31st of each calendar year, Permittee shall provide to Department a report for the prior fiscal year (October 1st through September 30th) of its annual Gross Revenues ("Annual Report"). The Annual Report may be prepared by Permittee's chief financial officer when Permittee's annual Gross Revenues are less than Twenty-Five Thousand Dollars (\$25,000) during the preceding fiscal year. When Permittee's annual Gross Revenues during the preceding fiscal year are equal to or exceed Twenty-Five Thousand Dollars (\$25,000), Permittee shall hire at its own expense a Certified Public Accountant to prepare the Annual Report in accordance with the Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The Annual Report shall include the following items:

- A. A schedule summarizing the total number of vehicle rental transactions by month;
- B. A schedule summarizing the total number of vehicle parking transactions by month;
- C. A schedule of Gross Revenues by category of service (including all vehicle rental, vehicle parking and Shuttle Vehicle transactions) and month;
- D. A schedule of payments to County by month;
- E. The Annual Report shall include an opinion on the schedules required by this Section 5.08.

5.09 Adverse Report Opinion and Insufficient Payment. Permittee's submission of an Annual Report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto shall be a violation of this Permit. If the Annual Report indicates that the amount of Permit Fees (together with any sales taxes thereon) due and owing for any Permit Year is greater than the amount paid by Permittee to Department during said Permit Year, the Permittee shall pay the difference to Department concurrent with its submission of the Annual Report.

- 5.10 Audit by County. Notwithstanding any provision in this Permit to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Permittee under the terms of this Permit. To facilitate the audit performed by County, Permittee shall arrange with the Certified Public Accountant, who is responsible for preparing the Annual Report on behalf of Permittee pursuant to Section 5.08 above, to make available to County or its representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. County or its representative(s) shall provide Permittee a copy of the audit report prepared by or on behalf of County. Permittee shall have thirty (30) days from the date of receipt of the audit report to submit a written response to the conclusions of County's audit report. Permittee's failure to submit a written response to County within the thirty (30) day period shall constitute Permittee's acceptance of the audit report as issued.
- 5.11 Permit Recoupment Fee. The fees levied in this Permit are fees imposed on Permittee and not on Permittee's customers. Accordingly, Permittee may not separately charge or collect from its customers, or state or list on its rental contracts, any amount that purports to be a fee, surcharge, tax or any other charge imposed on the customer by County or Department. Permittee may elect to charge and collect separately a fee to recoup the amounts due County, so long as this fee is not labeled or referred to, nor held out as an "airport fee," "airport tax" or the like. Permittee shall be entitled to charge and collect a fee to recoup from its customers only in accordance with the requirements of this Section 5.11.
- 5.12 Payment Security. Permittee shall submit a security deposit to County simultaneous to the submission of its executed Permit ("Payment Security"). Notwithstanding anything to the contrary contained herein, the minimum amount of the Payment Security shall be Two Thousand Dollars (\$2,000). No interest shall be paid to Permittee on the Payment Security. Department may increase the amount of the Security Deposit upon thirty (30) days' prior written notice to the Permittee, based on actual monies paid to County under this Permit equal to three (3) months of reported Permit Fees that are at least twenty-five percent (25%) more than the actual posted Payment Security amount. The Payment Security shall be in the form of cash, a clean, Irrevocable Letter of Credit ("Letter of Credit"), or a Surety Bond ("Bond"). If Permittee fails to pay any sums to County when due or fails to perform any of its obligations under this Permit or is otherwise in violation of this Permit, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Payment Security and apply same to all amounts owed. Department shall notify Permittee of any such draw, whereupon Permittee shall immediately replace the Payment Security with cash, a new Letter of Credit, or a Bond in the full amount of the Payment Security required herein. Not less than thirty (30) days prior to any expiration date of the Letter of Credit or Bond, Permittee shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section 5.12 shall: (a) entitle County to draw down the full amount of the Payment Security, and (b) be a violation of this Permit entitling County to all available remedies. The Payment Security shall not be returned to Permittee until Permittee performs and satisfies all obligations under this Permit. The obligations arising under this Section 5.12 shall survive the expiration or termination of this Permit.

ARTICLE 6
INSURANCE

- 6.01 General Insurance Requirements. Permittee shall at its sole expense maintain in full force and effect at all times during the term of this Permit the insurance limits, coverages and endorsements required herein. The liabilities and obligations assumed by Permittee under this Permit shall not be in any manner limited or qualified by the requirements of this Article 6 or County's review and acceptance of any policies of insurance.
- 6.02 Business Automobile Insurance. Permittee shall keep in full force and effect throughout the term of this Permit automobile liability insurance covering all owned, hired, and non-owned vehicles, with a combined single limit per occurrence for bodily injury (including death) and property damage liability of not less than One Million and 00/100 Dollars (\$1,000,000).
- 6.03 Worker's Compensation and Employer's Liability Insurance. Permittee shall maintain worker's compensation and employer's liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis.
- 6.04 Additional Insured Endorsement. Permittee shall endorse County as an additional insured on the Permittee's automobile liability insurance policy. The additional insured endorsement shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."
- 6.05 Certificate of Insurance. Permittee shall submit to County a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If Permittee's insurance coverage ceases during the term of this Permit, Permittee shall submit a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.
- 6.06 Waiver of Subrogation. Permittee hereby waives its right of subrogation for each of the insurance policies required by this Article 6 during the term of this Permit. When mandated by the insurer or should an insurance policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Permittee shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Notwithstanding the foregoing, this waiver of subrogation requirement shall not apply to any policy that includes a condition prohibiting such an endorsement or that voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- 6.07 Deductibles, Coinsurance and Self-Insured Retention. Permittee shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with an insurance policy.

- 6.08 Rights of Review and Rejection. Palm Beach County's Risk Management Department ("Risk Management") may review, modify, reject or accept any required insurance policies, including, but not limited to, limits, coverages and endorsements required by this Article 6. Risk Management may also reject any insurer or self-insurance plan providing coverage or intending to do so because of poor financial condition or failure to operate legally. In such event, County shall provide Permittee a written notice of rejection, and Permittee shall acknowledge said rejection within thirty (30) days of receipt of the notice.
- 6.09 No Representation of Coverage Adequacy. Permittee acknowledges that the limits, coverages and endorsements stated in and required by this Article 6 are intended to minimize liability for County. Permittee shall not rely upon the requirements of this Article 6 when determining the appropriate types, extent or limits of insurance coverage to protect Permittee against loss.

ARTICLE 7 **RELATIONSHIP OF THE PARTIES**

Permittee is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions. County shall in no way be liable or responsible therefor.

ARTICLE 8 **INDEMNIFICATION**

Permittee shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines or damages (including attorney fees at trial and appellate levels), and causes of action of every kind and character against, or in which County is named or joined, arising out of this Permit or Permittee's use of the Airport, including without limitation those arising because of any damage to property or the environment or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of, incident to or in connection with Permittee's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Permittee or any breach of the terms of this Permit. Provided, however, Permittee shall not be responsible to County for damages resulting out of damages to property or bodily injury (including death) that are judicially determined to be solely attributable to the negligence of County, its respective employees or agents. Permittee shall also hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or because of Permittee's activities or operations or use of the Airport whether or not Permittee was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Permittee. Permittee recognizes the broad nature of this indemnification and hold-harmless provision, acknowledges that County would not enter into this Permit without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 8 shall survive the expiration or termination of this Permit.

ARTICLE 9
ASSIGNMENT

Permittee shall not in any manner assign, transfer or otherwise convey an interest in this Permit. Any such attempt shall be null and void.

ARTICLE 10
TERMINATION OF PERMIT, DEFAULT AND REMEDIES

10.01 **Termination.** This Permit shall terminate as provided for in Article 3.

10.02 **Default.** The occurrence of any one or more of the following events shall constitute a violation of this Permit by Permittee:

- A. Permittee's failure to make payment of any fees or charges required to be made by Permittee under this Permit, as and when due.
- B. The failure by Permittee to observe or perform any of the covenants, conditions or provisions of this Permit to be observed or performed by Permittee.
- C. The discovery by Department that any information given by Permittee to County relating to this Permit was materially false.

10.03 **Remedies.** In the event Permittee is in violation of this Permit, County, with Department acting on behalf of County, may immediately terminate this Permit by giving Permittee written notice to this effect. Upon such termination, Permittee shall immediately cease its operations on the Airport. Such termination shall be without prejudice to any of County's remedies for arrearages, payments due herein, or any other damages or remedies whatsoever.

10.04 **County's Right to Terminate.** This Permit is issued upon the terms and conditions required by County for all Permittees on the Airport that engage in the activities permitted herein. Upon ten (10) days' prior written notice, County may, at any time, terminate this Permit and at County's option issue a new Permit to Permittee upon such modified terms and conditions as County shall uniformly apply to all other similarly situated Permittees.

ARTICLE 11
LAWS, PERMITS AND LICENSES, AND SAFETY REGULATIONS

11.01 **Compliance with Law.** Throughout the term of this Permit, Permittee shall be and remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations (County Resolution No. R-98-220), as now or hereafter amended.

- 11.02 Permits and Licenses. Permittee shall at its sole cost and expense be strictly liable and responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental authorizations, however designated, as may be required at any time throughout the term of this Permit by any Federal, State or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities, for any activity or operation conducted by Permittee on the Airport. Upon written request by Department, Permittee shall provide to Department certified copies of any and all permits and licenses that Department may request.
- 11.03 Safety Regulations. Permittee shall conduct its activities and operations under this Permit in a safe manner and in compliance with all safety regulations of Department and with safety standards imposed by applicable Federal, State and local laws and regulations. Permittee shall also require the observance thereof by all employees, agents and invitees. Permittee shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction over the Airport. Neither Permittee, nor employee, agent, or any person working for or on behalf of Permittee, shall require any personnel engaged in the performance of Permittee's operations to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to individual safety or health, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.
- 11.04 FAA and TSA Regulations. Permittee shall observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, as such regulations or requirements have been or may be amended including, without limitation, Title 14, Part 139 and Title 49, Part 1500 of the Code of Federal Regulations. Permittee shall comply such rules and regulations as may be reasonably prescribed by County to take such steps as may be necessary or directed by County to ensure that its employees observe these requirements. Permittee shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by County. County shall have the right to order the removal or replacement of any employee of Permittee on the Airport that County has reasonably determined may present a risk to public safety or to the security of the Airport. If as a result of the acts or omissions of Permittee, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Permittee agrees to pay to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Permittee further shall rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. If Permittee fails to remedy any such deficiency, County may do so at the cost and expense of Permittee. Permittee acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 12
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PERMITTEE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PERMITTEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS PERMIT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE ASSIGNMENT OF THE AIRPORT TO PERMITTEE PURSUANT TO THIS PERMIT. PERMITTEE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND PERMITTEE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS PERMIT. FURTHERMORE, PERMITTEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS PERMIT, WAS AT ITS SOLE RISK.

ARTICLE 13
NOTICES

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to Permittee at:

Fort Lauderdale Auto Leasing Corp.
d/b/a Sunshine Rent A Car a/k/a Fox Rent A Car
ATTN: Joseph Porcelli, President
312 West State Road #84
Ft. Lauderdale, FL 33315
Tel: (954) 975-7772
Fax: (954) 975-0589

Either party may change the address to which notices under this Permit shall be given, upon three (3) days' prior written notice to the other party. Permittee shall maintain a current address, telephone number, and name of a contact person with the Department.

ARTICLE 14 **NON-DISCRIMINATION**

Permittee hereby agrees and covenants: (a) that no person on the grounds of race, creed, color, national origin, sex, gender identity or expression, age, or handicap shall be excluded from participation in or denied the use of Permittee's services, (b) that in the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sex, gender identity or expression, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Permittee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations have been or may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

ARTICLE 15 **MISCELLANEOUS**

- 15.01 **County Not Liable.** County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury sustained by Permittee resulting from: (a) cessation for any reason of air carrier operations on the Airport, or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury whatsoever sustained by Permittee including, but not limited to, those resulting from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County.
- 15.02 **Authorized Uses Only.** Notwithstanding anything to the contrary herein, Permittee shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose that would invalidate any insurance policies mentioned herein, existing now or hereafter. Permittee shall not use or permit the use of the Airport in any manner that would interfere with or adversely affect the operation or maintenance of the Airport, or would otherwise constitute a hazard.

- 15.03 Waivers. County's failure to insist on a strict performance of any of the agreements, terms, covenants and conditions herein shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance. County's right to insist on strict performance of this Permit shall not be affected by any previous waiver or course of dealing.
- 15.04 Subordination to Bond Resolution. This Permit and all rights granted to Permittee herein are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution. County and Permittee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by County and Permittee with the terms and provisions of this Permit and Bond Resolution.
- 15.05 Subordination to State/Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the Airport or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 15.06 County's Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Permittee or its operations.
- 15.07 Consent or Action. In the event this Permit is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Permit requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Airport Director. If Concessionaire requests the County or Department's consent or approval pursuant to any provision of this Permit and County or Department fails or refuses to give such consent, Permittee shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.
- 15.08 County's Right to Develop. County reserves the right to develop or improve the Airport and any and all part thereof as it sees fit, regardless of the desires or views of Permittee and without interference or hindrance.
- 15.09 Rights Reserved to County. All rights not specifically granted Permittee by this Permit are reserved to County.
- 15.10 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Permit shall have no affect upon the validity of any other part or portion hereof.

- 15.11 Venue. To the extent allowed by law, the venue for any action arising from this Permit shall be in Palm Beach County, Florida.
- 15.12 Governing Law. This Permit shall be governed by and in accordance with the laws of the State of Florida.
- 15.13 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of the parties.
- 15.14 Paragraph Headings. The headings of the various articles and sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part(s) of this Permit.
- 15.15 Performance. The parties expressly agree that time is of the essence in this Permit and the failure by Permittee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 15.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Permit or performing any work in furtherance hereof, Permittee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 15.17 Entirety of Permit. The parties agree that this Permit sets forth the entire understanding between the parties and that there are no other promises or understandings apart from those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 15.18 Survival. Upon termination or expiration of this Permit, Permittee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Permit to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the parties, shall terminate or be considered cancelled upon execution of this Permit. Rather, such obligation shall continue as if it had accrued under this Permit until the obligation is satisfied.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have duly executed this Permit as of the day and year first above written.

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports

By: [Signature]
Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Walden
County Attorney

**Signed, sealed and delivered in
the presence of two witnesses
for Permittee:**

Witness [Signature]
Typed or printed name NICK DOLLE
Witness [Signature]
Typed or printed name VINCENT PRIMO

PERMITTEE

**Fort Lauderdale Auto Leasing Corp.
d/b/a Sunshine Rent A Car a/k/a Fox Rent A Car**

By: [Signature]
Typed or printed name Joseph Pascello
Title: President

(Seal)