



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(1,354)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>(1,354)</u></u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSource 4413  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The License Fee for the initial term of April 30 thru May 13, 2012 is \$1,354. The License Agreement may be renewed for one week intervals at the rate of \$677 per week, provided that there shall be no renewal beyond June 30, 2012.

C. Departmental Fiscal Review: CM Seaman

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature]  
 OFMB  
 6/11/12  
 6/17/12  
 6/29/12

[Signature]  
 Contract Dev. and Control  
 6-18-12  
 B. Wheeler

**B. Legal Sufficiency:**

Anne Welford 6/20/12  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this 2nd day of May, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and DTG Operations, Inc., an Oklahoma Corporation, whose address is 5330 East 31st Street, Tulsa, OK 74135 ("Licensee").

### WITNESSETH:

**WHEREAS**, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

**WHEREAS**, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

### **ARTICLE 1 BASIC PROVISIONS**

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

### **ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on April 30, 2012 (the "Commencement Date") and expire on May 13, 2012 (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) week intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, the Term shall not be renewed beyond June 30, 2012, and further provided, either party may elect to not renew this Agreement upon providing no less than two (2) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

### **ARTICLE 3 LICENSE FEE**

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee for the Initial Term, in the amount of One Thousand Three Hundred Fifty Four Dollars (\$1,354.00), together with applicable sales taxes thereon. For each Renewal Term, Licensee shall pay County, for the use and occupancy of the Property, a license fee for the in the amount of Six Hundred Seventy Seven Dollars (\$677.00) per week, together with applicable sales taxes thereon. The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable on the Commencement Date.

**ARTICLE 4**  
**CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE**

4.01 Use of Property. Licensee shall use the Property solely and exclusively for parking of vehicles in connection with Licensee's rental car operation at the Airport. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use. Licensee acknowledges there is no utility service on the Property including, but not limited to, electricity for parking lot lighting.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee 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, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property 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 from time to time. 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 the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

## **ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee 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 Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

## **ARTICLE 6 INSURANCE**

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

## **ARTICLE 7 INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees

incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

## **ARTICLE 8 ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Property.

## **ARTICLE 9 REVOCATION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee 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 Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement 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 Property are a part, 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 Agreement 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.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 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 the Licensee at:

DTG Operations, Inc.  
5330 East 31st Street  
Tulsa, OK 74135  
ATTN: Executive Director, Airport Concessions  
Fax: 918-669-3005

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

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or

provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**



IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

**WITNESSES:**

Ray Walter  
Signature  
Ray Walter  
Typed or Printed Name

Debra Reese  
Signature  
Debra Reese  
Typed or Printed Name

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

By: [Signature]  
Director, Department of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Anne O'Byrne  
County Attorney

**WITNESSES:**

Michael E. Holdgrater  
Signature  
Michael E. Holdgrater  
Typed or Printed Name

Joy Sheehan Jones  
Signature  
Joy Sheehan Jones  
Typed or Printed Name

**LICENSEE:  
DTG Operations, Inc.**

By: [Signature] msh  
Signature  
Vict J. Vaniman  
Type  
**Executive Vice President**

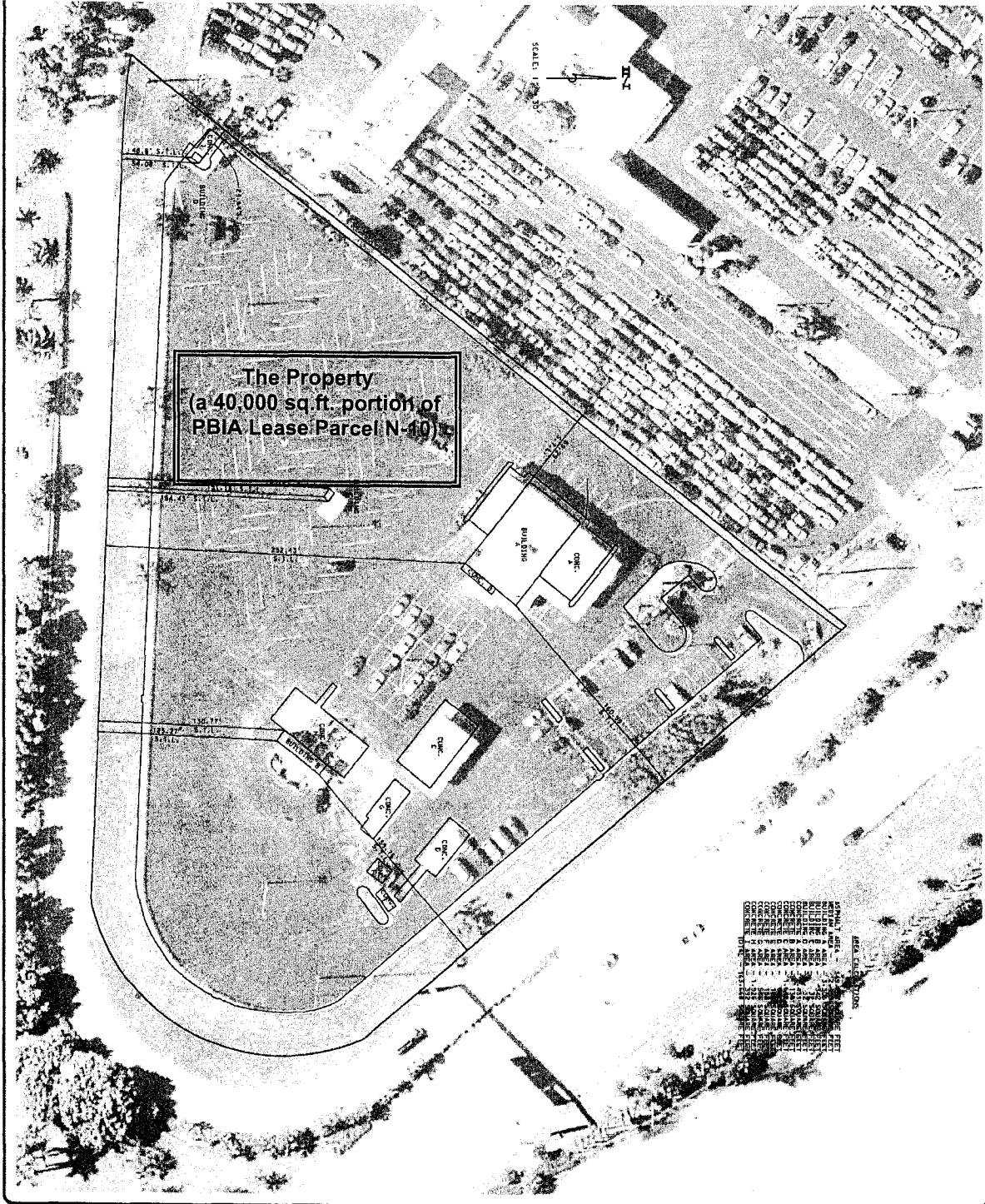
Title: \_\_\_\_\_

(Seal)

**EXHIBIT "A"  
THE PROPERTY**

A 40,000 square foot portion of the paved parking area located on PBIA Lease Parcel "N-10". Licensee shall not be permitted access to any buildings on the site.

Licensee shall delineate the 40,000 square foot area to be used for overflow parking, using cones or similar markings and shall ensure that all overflow parking activities are confined to such approved area at all times.



PROJECT NO. 10-100-10000	SUBJECT: 3 SHEET: 4	PROJECT: 3 BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-10 RENTAL CAR ARMY - AIRPORT FACILITY	NO. _____ REVISION BY DATE	
	DESIGN FILE NAME: 10-100-10000 DRAWING NO.: 5-3-08-2838	SCALE: 1" = 50' APPROVED BY: [Signature] DRAWN BY: [Signature] CHECKED BY: [Signature] FILED BOOK NO.: 1187	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS <b>ENGINEERING SERVICES</b> 2200 NORTH JOG ROAD WEST PALM BEACH, FL 33411	

## EXHIBIT "B" INSURANCE

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. 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." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

DG D 201



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 1-713-623-2330 Arthur J. Gallagher Risk Management Services, Inc.  1900 West Loop South Suite 1600 Houston, TX 77027 Chris Hawkins		<b>CONTACT NAME:</b> Michel Martinez <b>PHONE (A/C No, Ext):</b> 713-358-5749 <b>FAX (A/C, No):</b> 713-358-5714 <b>E-MAIL ADDRESS:</b> michel_martinez@ajg.com																						
<b>INSURED</b> DTG Operations, Inc  5330 East 31st Street  Tulsa, OK 74135		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>ACE AMBR INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td>Self Insured</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>LEXINGTON INS CO</td> <td>19437</td> </tr> <tr> <td>INSURER D:</td> <td>INDEMNITY INS CO OF NORTH AMBR</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE AMBR INS CO	22667	INSURER B:	Self Insured		INSURER C:	LEXINGTON INS CO	19437	INSURER D:	INDEMNITY INS CO OF NORTH AMBR	22667	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	ACE AMBR INS CO	22667																						
INSURER B:	Self Insured																							
INSURER C:	LEXINGTON INS CO	19437																						
INSURER D:	INDEMNITY INS CO OF NORTH AMBR	22667																						
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 25372580      **REVISION NUMBER:**

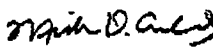
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY		HDO G2 6438706	02/01/12	02/01/13	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 1,000,000</td></tr> <tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 1,000,000	PRODUCTS - COM/POP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																			
MED EXP (Any one person)	\$																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 1,000,000																			
PRODUCTS - COM/POP AGG	\$ 1,000,000																			
	\$																			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																			
B	AUTOMOBILE LIABILITY		Self Insured	02/01/12	02/01/13	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ SeeAttached</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ SeeAttached	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ SeeAttached																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Corporate Agreements	02/01/12	02/01/13															
C	UMBRELLA LIAB		052456310	02/01/12	02/01/13	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,500,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,500,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,500,000	AGGREGATE	\$ 5,500,000		\$								
EACH OCCURRENCE	\$ 5,500,000																			
AGGREGATE	\$ 5,500,000																			
	\$																			
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SCF C4 6781065 (WI)	02/01/12	02/01/13	<table border="1"> <tr><td>X WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr> </table>	X WC STATU-TORY LIMITS	OTH-ER												
X WC STATU-TORY LIMITS	OTH-ER																			
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		WLR C4 6781077 (AOS)	02/01/12	02/01/13	E.L. EACH ACCIDENT \$ 1,000,000														
A	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C4 6781053 (AZ, CA & MA)	02/01/12	02/01/13	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000														
A	Garage Liability		GAR H0 8695647	02/01/12	02/01/13	Aggregate Limit 2,000,000														
A	Garage Liability		GAR H0 8695647	02/01/12	02/01/13	Each Accident 2,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE ATTACHED FOR ADDITIONAL POLICY INFORMATION  
 Re: 2600 Turnage Boulevard, West Palm Beach AP, West Palm Beach, FL 33406. Palm Beach County Board of County Commissioners, A political subdivision of the State of Florida, its officers, employees and agents is included as an additional insured with respect all coverages evidenced above (except Workers' Compensation/EL) where and to the extent required by written contract.

SEE ATTACHED FOR ADDITIONAL POLICY INFORMATION

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners C/o Palm Beach County Department of Airports  846 Palm Beach International Airport  West Palm Beach,, FL 33406  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
01/30/2012

NAME OF INSURED: DTG Operations, Inc

EXCESS GENERAL LIABILITY (\$1MM xs \$1MM):-

CARRIER: AmeriGuard Risk Retention Group, Inc.-

POLICY NUMBER: AMGGL120201-

POLICY PERIOD: 02/01/2012 - 02/01/2013-

EACH OCCURRENCE LIMIT \$1,000,000/AGGREGATE LIMIT \$1,000,000-

THIS POLICY IS EXCESS OF GENERAL LIABILITY POLICY NUMBER HDO G2 6438706-

EXCESS GENERAL LIABILITY (\$3MM xs \$2MM): -

SELF INSURED-

POLICY PERIOD: 02/01/2012 - 02/01/2013-

EACH OCCURRENCE LIMIT \$3,000,000/AGGREGATE LIMIT \$3,000,000-

THIS POLICY IS EXCESS OF \$2,000,000 EACH OCCURRENCE/\$2,000,000 AGGREGATE-

AUTOMOBILE LIABILITY:-

PRIMARY LIABILITY EXTENDED TO RENTERS-

SELF-INSURED CERTIFICATE NO. (SEE ATTACHED SPREADSHEET)-

POLICY PERIOD: (SEE ATTACHED SPREADSHEET)-

BODILY INJURY PER PERSON - SEE ATTACHED SPREADSHEET FOR LIMIT-

BODILY INJURY PER ACCIDENT - SEE ATTACHED SPREADSHEET FOR LIMIT-

PROPERTY DAMAGE PER ACCIDENT - SEE ATTACHED SPREADSHEET FOR LIMIT-

AUTOMOBILE LIABILITY:-

CORPORATE AGREEMENTS - SELF-INSURED-

POLICY PERIOD: 02/01/2012 - 02/01/2013-

PRIMARY LIABILITY EXTENDED TO CERTAIN CORPORATE RENTERS UP TO: \$100,000 BODILY INJURY PER PERSON/\$300,000 BODILY INJURY PER ACCIDENT/\$25,000 PROPERTY DAMAGE PER ACCIDENT-

AUTOMOBILE LIABILITY:-

SELF-INSURED -

POLICY PERIOD: 02/01/2012 - 02/01/2013-

DIFFERENCE IN PRIMARY LIMIT AND \$1,000,000-

EXCESS AUTO LIABILITY:-

SELF-INSURED-

POLICY PERIOD: 02/01/2012 - 02/01/2013-

\$6,500,000 EXCESS OF \$1,000,000-

EXCESS GARAGE LIABILITY: -

SELF-INSURED-

POLICY PERIOD: 02/01/2012 - 02/01/2013-

EACH ACCIDENT LIMIT \$3,000,000/AGGREGATE LIMIT \$3,000,000-

THIS POLICY IS EXCESS OF GAR H0 8695647

SUPP (10/00)

**C E R T I F I C A T E**  
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Michael E. Holdgrafer is the Secretary of DTG Operations, Inc., a corporation organized and existing in good standing under the laws of the State of Oklahoma, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of May 2, 2012, in accordance with the laws of the State of Oklahoma, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

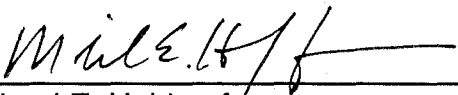
FURTHER RESOLVED, that Vicki J. Vaniman, Executive Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 2<sup>nd</sup> day of May, 2012.

Corporate Seal

  
\_\_\_\_\_  
Michael E. Holdgrafer  
Secretary