Agenda Item: 3F3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 7, 2013	[X] Consent [] Regular [] Workshop [] Public Hearing
Department:	[] Workshop [] I ablic flearing
Submitted By: Department of Airports	
Submitted For:	
I. EXECUT	TIVE BRIEF
with Sixt Rent A Car LLC (Sixt) commencing renewing automatically each month thereaft January 11, 2014, for overflow parking of	tion to receive and file: License Agreement g March 12, 2013 and expiring April 11, 2013 fter, provided no renewal shall extend beyond vehicles in connection with Sixt's rental car rport (PBIA), for payment of a license fee in the
approved by the Board in R-2007-2070. This 7,000 square foot portion of the parking area	ecution of the standard license agreement was is License Agreement provides for the use of a adjacent to PBIA Building #1475 for use solely n with Sixt's rental car operation at PBIA
Background and Justification: Sixt has receivehicles during the peak holiday traffic period.	equested use of the area for overflow parking o
Attachments: One (1) Standard Agreement	for the Department of Airports
Recommended By: Department	Director Date
Approved By: Por County Admi	inistrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:					
Fiscal Years	2013	2014	<u>2015</u>	<u>2016</u>	<u>2017</u>	
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)	(500)					
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	(500)					
	<u>4100</u> Depa	s No_ rtment <u>120</u> y	Unit _834	0 RSourc	e <u>4416</u>	
B. Recommended Sources of Funds/Summary of Fiscal Impact: The fiscal impact of this License Agreement will be a license fee for the use and occupancy of the property in the amount of \$500 for the initial term.						
C. Departmental Fiscal Review:						
III. REVIEW COMMENTS						
A. OFMB Fiscal and/or Contra	ct Developm	ent and Cont	rol Comment	ts:		
OFMB WILL	4/2/2013		Contract & 4-14 / 3	Jocol Dev. and Con	<u>(1)</u>	
B. Legal Sufficiency:						
Assistant County Attorney	<u>1-/</u> 6-13					
C. Other Department Review:		•				
Department Director						

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 2 day of _______, 201_3 by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Sixt Rent A Car LLC, a Delaware limited liability company, having its office and principal place of business at 3025 SE 6th Avenue, Ft. Lauderdale, Florida 33316 ("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 <u>Property.</u> The Property, which is the subject of this Agreement, is a portion of the real property more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property"). The Property shall consist of the paved parking lot area designated as the "Base Area", containing 7,000 square feet, and any portion of the Property approved for use by the Department and designated in writing as "Overflow Area", pursuant to Section 3.02 of this Agreement.

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall commence on March 12, 2013 (the "Commencement Date") and expire on April 11, 2013, (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond January 11, 2014; 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

Page 1

Form Approved 11/20/2007 R2007-2070

LICENSE FEE

- 3.01 <u>License Fee for Base Area of the Property.</u> Licensee shall pay County, for the use and occupancy of the Base Area of the Property, a license fee for the Initial Term, in the amount of Five Hundred Dollars (\$500.00), together with applicable sales taxes thereon. For each Renewal Term, Licensee shall pay County, for the use and occupancy of the Base Area of the Property, a license fee for the in the amount of Five Hundred Dollars (\$500.00) per month, together with applicable sales taxes thereon. The license fee for the Base Area 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.
- 3.02 <u>License Fee for Overflow Area of the Property</u>. Subject to availability, and upon written approval by the Department, which approval may be granted or withheld in the Department's sole and absolute discretion, Licensee may use certain portions of the Property outside of the Base Area, designated as "Overflow Area" by the Department. The Department's approval shall specify the Overflow Area approved for use, as well as the commencement and expiration dates for Licensee's use of the Overflow Area. Licensee shall pay County, for use and occupancy of the Overflow Area of the Property, a license fee in the amount of Seventy-Five Dollars (\$75.00) per month, together with applicable sales taxes thereon, for each one thousand (1,000) square feet of Overflow Area, together with applicable sales taxes thereon, no later than thirty (30) days following Licensee's receipt of the County's invoice.

ARTICLE 4 CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

- 4.01 <u>Use of Property</u>. 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 <u>Improvements.</u> 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 <u>Condition of Property.</u> 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 <u>Waste or Nuisance.</u> 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.
- 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 nondiscrimination 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 <u>Surrender of Property.</u> 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 <u>County's Right to Enter.</u> 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

- Sold 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 <u>Security.</u> 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 <u>Maintenance of Insurance</u>. 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 <u>Termination for Convenience by Licensee.</u> 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 <u>Default.</u> 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 <u>Subordination to Bond Resolution</u>. 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 <u>Subordination to State/Federal Agreements</u>. 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:

Sixt Rent A Car LLC 3025 SE 6th Avenue Ft. Lauderdale, FL 33316 Fax: (305) 675-8399

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 <u>Recording.</u> Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 <u>Waiver of Jury Trial.</u> 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 <u>Governing Law and Venue</u>. 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 <u>Time of Essence</u>. 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 <u>Captions</u>. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 <u>Severability.</u> 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 <u>Waiver</u>. 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 <u>Inspector General.</u> 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 Licensee, 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 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.

10.14 <u>Effective Date.</u> This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

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.

Signature Ray Wateron	PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA By
Typed or Printed Name Debra Peese Signature Debra Reese	Director, Department of Airports APPROVED AS TO FORM AND LEGAL SUFFICIENCY
WITNESSES:	County Attorney LICENSEE: Sixt Rent A Car LLC
Signature FIGHT ALAS LENK Typed or Printed Name Signature Signature	By: Todd Sazera, its Manager
Typed or Printed Name	(Corporate Seal)

EXHIBIT "A" THE PROPERTY (a portion of the paved parking lot East of 1475 Perimeter Road)

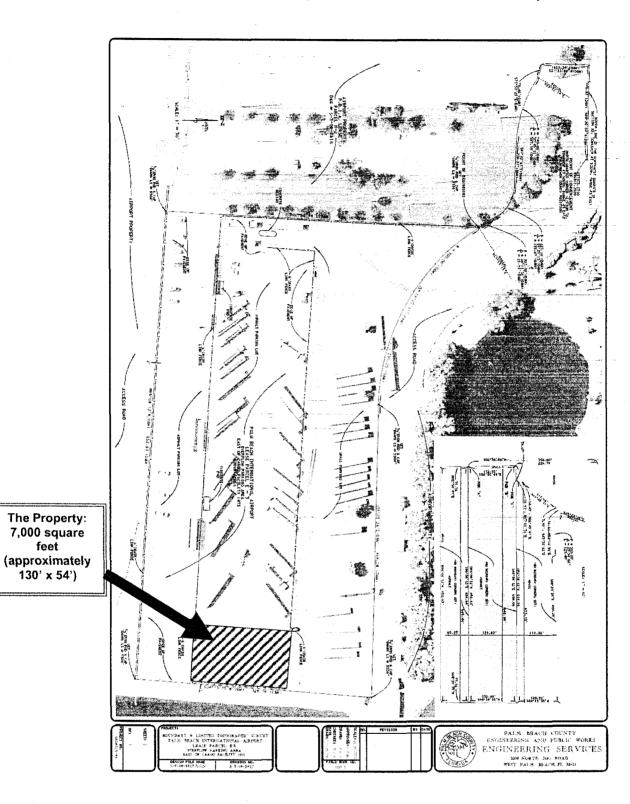


EXHIBIT "B" INSURANCE

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.

IX UCUI

Client#: 147521

22SIXTRENTAC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2013

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).

	r dadir diradi datifali (a).			
PRODUCER	SLDG. 340: Para	CONTACT NAME:		
P. O. BOX 43328		PHONE (A/C, No, Ext): 205 969-2131	FAX (A/C, No): 205 969-1034	
		E-MAIL	[(A/G, NO). —	
		ADDRESS:		
Birmingham, AL 35243	INSURER(S) AFFORDING COVERA	GE NAIC#		
205 969-2131		INSURER A: Scottsdale Insurance Company	41297	
INSURED Sixt Rent A Car, LLC P. O. Box 460967 Fort Lauderdale, FL 33346		INSURER B : Zenith Insurance Company	13269	
	INSURER C: National Casualty Company	11991		
		INSURER D :	•	
	le, FL 33346	INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISION NUM	BER:	

COVERAGES CERTIFICATE NUMBER: 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							
	DICATED, NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F						
E	CLUSIONS AND CONDITIONS OF SUCH	POLICIES	B. LIMITS SHOWN MAY HAVE BEE	N REDUCED	BY PAID CLAI	MS.	ALL THE TERMS,
INSR LTR	TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
Α	GENERAL LIABILITY		OPS0059597			EACH OCCURRENCE	s1.000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	s100.000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$5,000
		}		;		PERSONAL & ADV INJURY	\$1,000,000
				1		GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1				PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO- JECT LOC						\$
С	AUTOMOBILE LIABILITY		CAO0253698	02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
1	ALL OWNED SCHEDULED AUTOS	1				BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	UMBRELLA LIAB X OCCUR		XLS0079814	02/01/2013	02/01/2014	EACH OCCURRENCE	\$5,000,000
	X EXCESS LIAB CLAIMS-MADE	1				AGGREGATE	\$5,000,000
	DED RETENTION \$.,		\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		M1124701	02/11/2013	02/11/2014	X WC STATU- OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
l	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
l							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
** Workers Comp Information **							
Proprietors/Partners/Executive Officers/Members Excluded:							
Six	t Transatlanik Gmbh						
l							

Palm Beach County Board of County Commissioners as Additional Insured as required by written contract subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County, Board of County Commissioners Dept of Airport	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
846 Palm Beach International	AUTHORIZED REPRESENTATIVE
Airport ⊥West Palm Beach, FL 33406	A More P
	© 1988-2010 ACORD CORPORATION, All rights reserved.

ACORD 25 (2010/05) 1 of 1 #S1815442/M1815413

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HXR

SX CORPORATE Dec.

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF HORIDA
COUNTY OF bronard

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

- 1. The undersigned is the <u>Manager</u> of <u>Sixt Rent A Car LLC</u>, a limited liability company organized and existing under the laws of the State of Delaware ("Company").
- 2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
- 3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
 - 4. The company is a <u>manager managed</u> limited liability company.
- 5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
- 6. The undersigned has the right and authority to enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
- 7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
- 8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

	Signature Ulucur + Toda Surew Printed Name Individually and as Manager of Company
the Company who is personally known to	e me on this 7 day of January, 2013, by Manager of Sixt Rent A Car LCC on behalf of o me OR who produced ation and who did take an oath.
FIORELLA ESPINO NOTARY PUBLIC STATE OF FLORIDA Comm# EE840487 Expires 10/3/2016	Notary Signature FIOR-CIIA ESOIVO Print Notary Name
	NOTARY PUBLIC State of Florida at large
	My Commission Expires: $\frac{10/3}{2014}$

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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Detail by Entity Name

Foreign Limited Liability Company

SIXT RENT A CAR LLC

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Filing Information

Document Number M11000000034

FEI/EIN Number Date Filed

274394382 01/05/2011

State

DE

Status

ACTIVE

Last Event

LC AMENDMENT

Event Date Filed

02/18/2011

Event Effective Date NONE

Principal Address

3900 NW 25TH STREET #407

MIAMI FL 33142 US

Changed 01/16/2012

Mailing Address

3025 SE 6TH AVE

FORT LAUDERDALE FL 33316 US

Changed 01/16/2012

Registered Agent Name & Address

SAZERA, VINCENT TODD

3025 SE 6TH AVE

FORT LAUDERDALE FL 33316 US

Name Changed: 01/16/2012

Manager/Member Detail

Address Changed: 01/16/2012

http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq doc number=M11000000034&inq came... 1/15/2013

Name & Address

Title MGRV

SAZERA, VINCENT TODD 3025 SE 6TH AVE FORT LAUDERDALE FL 33316 US

Title MGRP

BOEINGHOFF, JOHANNES A 3025 SE 6TH AVE FORT LAUDERDALE FL 33316 US

Title MGRV

PROSKE, RUEDIGER ZUGSPITZSTRASSE 1 MUNICH BY 82049 D

Title MGRM

SIXT TRANSATLANTIK GMBH ZUGSPITZSTRASSE 1 PULLACH BY 82049 D

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2012 LIMITED LIABILIT. COMPANY ANNUAL REPORT

DOCUMENT# M11000000034

Entity Name: SIXT RENT A CAR LLC

FILED Jan 16, 2012 Secretary of State

Current Principal Place of Business:

3900 NW 25TH STREET #407 MIAMI, FL 33142

New Principal Place of Business:

3900 NW 25TH STREET #407 MIAMI, FL 33142 US

New Mailing Address:

Current Mailing Address:

3900 NW 25TH STREET #407 MIAMI, FL 33142

3025 SE 6TH AVE

FORT LAUDERDALE, FL 33316 US

FEI Number: 27-4394382

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of New Registered Agent:

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK INC 11380 PROSPERITY FARMS ROAD #221E

PALM BEACH GARDENS, FL 33410 US

SAZERA, VINCENT TODD 3025 SE 6TH AVE FORT LAUDERDALE, FL 33316

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: VINCENT TODD SAZERA

01/16/2012

US

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title:

MGRV

Name:

SAZERA, VINCENT TODD 3025 SE 6TH AVE

Address:

City-St-Zip: FORT LAUDERDALE, FL 33316 US

Title:

MGRP

Name:

BOEINGHOFF, JOHANNES A

Address:

3025 SE 6TH AVE

City-St-Zip:

FORT LAUDERDALE, FL 33316 US

Title:

MGRV

Name: Address:

PROSKE, RUEDIGER ZUGSPITZSTRASSE 1 MUNICH, BY 82049 D

City-St-Zip:

MGRM

Name: Address: City-St-Zip:

Title:

SIXT TRANSATLANTIK GMBH ZUGSPITZSTRASSE 1 PULLACH, BY 82049 D

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: BOEINGHOFF JOHANNES

MGRP

01/16/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date