

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 2, 2013 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. receive and file a Nonconcessionaire Rental Car Operator Ground Transportation Permit (Permit) with Zipcar, Inc., (Zipcar) commencing April 9, 2013, terminating September 30, 2013, automatically renewed on yearly basis (October 1st through September 30th).
B. approve a First Amendment to Nonconcessionaire Rental Car Operator Ground Transportation Permit (Amendment) with Zipcar, modifying the definition of gross revenues.
C. adopt a Resolution of the Board of County Commissioners of Palm Beach County Florida, consenting to sublease by Avis Rent-A-Car System LLC; providing for severability; providing for an effective date.

Summary: Delegation of authority for execution of the standard County Permit above was approved by the BCC in R-2012-0629. The Amendment modifies the definition of gross revenues under the permit to more accurately reflect the categories of revenues under Zipcar's operations. Zipcar operates from a portion of the Avis return facility at Palm Beach International Airport, which Avis leases from the County pursuant to an Airport Ground Lease Agreement, as amended, (Lease) between County and Avis (R88-314). Avis is requesting approval of a sublease to Zipcar for the use of up to fifteen (15) parking spaces at the Avis facility on a month-to-month basis. Countywide (AH)

Background and Justification: Zipcar is a car sharing service, and its operations differ from conventional car rentals because users are members who reserve and pay for a specific vehicle for a specific time. Zipcar users pay membership and application fees as well as charges late charges and cancellation fees. The Amendment modifies the definition of gross revenues under the permit to clarify that membership and application fees are not included in gross revenues, but late charges and cancellation fees are included. The Resolution is necessary because the Lease requires Avis to obtain written consent in the form of a resolution by the Board in order to sublease any portion of the leased premises.

Attachments:

- 1. Standard form Permit for the Department of Airports (1)
2. Amendment (3)
3. Resolution (1)

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Recommended By: [Signature] 6/3/13
Department Director Date
Approved By: [Signature] 6/12/13
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(250)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>(250)</u></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8340 RSource 4466
 Reporting Category _____

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

Permit fees are equal to 8% of gross revenues. An application fee of \$250.00 was received. The Department has budgeted \$75,000 in off-airport car rental fees for 2013; however this budget is stated as a gross amount for all off-airport car rental companies due to the highly unpredictable nature of this revenue source. No company specific budget amount is established.

C. Departmental Fiscal Review: *CM Simon*

III. REVIEW COMMENTS

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

N. Davis 6/6/2013
 OFMB
6/5 *6/14*

Jan J. Anderson 6/11/13
 Contract Dev. and Control
 6-11-13 *B. Anderson*

B. Legal Sufficiency:

Anne Delgant 6-12-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

THIS NONCONCESSIONAIRE RENTAL CAR OPERATOR GROUND TRANSPORTATION PERMIT (this "Permit") is made and entered into this 28 day of MAY, 2013, by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and Zipcar, Inc.; a Delaware corporation ("Permittee"), having its office and principal place of business at 25 First Street, Cambridge, MA 02141.

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. R-2012-0629, adopted by the Palm Beach County Board of County Commissioners on May 1, 2012, 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 provides vehicle rental services to Airport customers and derives substantial commercial benefit from the Airport's operations; and

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

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.

STANDARD FORM R-2012-0629 1

Attachment # 1

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".
 - B. (INTENTIONALLY DELETED)
 - 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.

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 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.
- 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 9th day of April, 2013, and shall terminate on September 30th, 2013, 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. The Department shall have the sole and absolute discretion to approve or disapprove any "meet and greet" operations (including the display of hand-held signage), or to designate area(s) of the Terminal for such operations, which approval may be granted or withheld by Department for any reason or no reason at all.
- 4.05 Advertising. Permittee shall not solicit business on the Airport other than indirectly by advertising through the Airport's Advertising Concessionaire. Permittee may, subject to the Department's approval, advertise through 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", including the name of the 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 all remaining 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 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. (INTENTIONALLY DELETED);
 - C. A schedule of Gross Revenues by category of service (as in Section 2.06 (A) thru (D) above) by 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.

- 5.13 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 Permittee, 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.

ARTICLE 6 INSURANCE

- 6.01 Insurance Requirements, Coverage, Limits and Certificates of Insurance. Permittee shall maintain, on a primary basis and at its sole expense, at all times during the Term, the insurance coverages and limits set forth in Exhibit "A" (the "Insurance Requirements"), attached hereto and incorporated herein.
- 6.02 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.
- 6.03 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.

10.05 Termination for Convenience. This Permit may be terminated for convenience by either Permittee or County upon twenty (20) days prior written notice to the other party, 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 Permit.

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 with 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:

Zipcar, Inc.
25 First Street
Cambridge, MA 02141
Fax: (671) 995-4300
With copy to:

Avis Budget Group, Inc.
Counsel & Regional Dir. of Properties
1855 Griffin Road, Suite A-470, 4th Floor
Dania, FL 33004
Fax: (954) 921-1825

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, 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 Permittee's services, (b) that in 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 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.

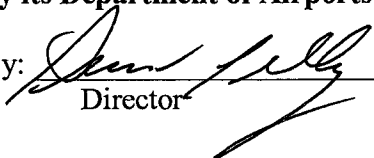
- 15.05 Subordination to State/Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the Airport or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Permittee 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 Permittee 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.
- 15.19 No Third Party Beneficiaries. No provision of this Permit 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 Permit, including but not limited to any citizen or employees of County and/or Permittee.

{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.

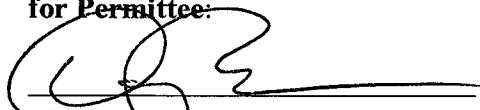
**PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports**

By: 
Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Helgand
County Attorney

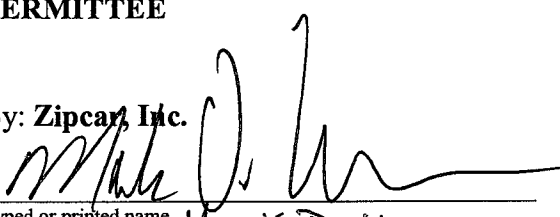
**Signed, sealed and delivered in
the presence of two witnesses
for Permittee:**


Witness
Devin Brala
Typed or printed name

Witness

Typed or printed name

PERMITTEE

By: Zipcar, Inc.

Typed or printed name Mark D. Norman
Title: President

(Corporate Seal)

EXHIBIT "A"
INSURANCE REQUIREMENTS

- A. Business Automobile Insurance. 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).
- B. Worker's Compensation and Employer's Liability Insurance. Worker's compensation and employer's liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis.
- C. 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.
- D. Waiver of Subrogation. Permittee hereby waives its right of subrogation for each of the insurance policies required by this Permit 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.
- E. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2013

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).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: boston.certrequest@marsh.com Fax 212-948-4377 079217-GL-2ML-12-13	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED ZIPCAR, INC. 25 FIRST STREET, 4TH FLOOR CAMBRIDGE, MA 02141	INSURER A: N/A		N/A
	INSURER B: Arch Insurance Company		11150
	INSURER C: N/A		N/A
	INSURER D: Everest National Insurance Co		10120
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: NYC-006607781-01 REVISION NUMBER: 9

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			11CAB4984600 11CAB4984500 (MA)	10/01/2012 10/01/2012	10/01/2013 10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			CF4WC00062-121	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	EXCESS AUTO			11GPP4984400	10/01/2012	10/01/2013	\$700,000 EXCESS OF 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MEMBERS OVER THE AGE OF 21, AT TIME OF LOSS, ARE PROVIDED WITH \$300,000 COMBINED SINGLE LIMIT. MEMBERS UNDER 21, AT TIME OF LOSS, ARE COVERED FOR ONLY STAT E MINIMUM FINANCIAL RESPONSIBILITY LIMITS.

WAIVER OF SUBROGATION APPLIES WHERE AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER PALM BEACH COUNTY DEPARTMENT OF AIRPORTS ATTN: DEPUTY DIRECTOR - AIRPORTS BUSINESS AFFAIRS 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406-1470	CANCELLATION 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 of Marsh USA Inc. Sarah A. Stevenson <i>Sarah A. Stevenson</i>

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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 Dean J. Breda is the Secretary of Zipcar, Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, 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 the 16th day of April, 2013, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

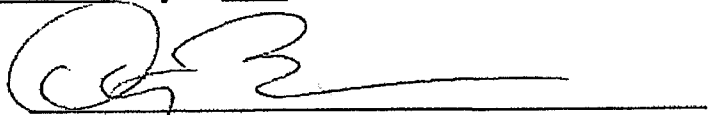
RESOLVED, that the Corporation shall enter into that certain Nonconcessionaire Rental Car Operator Ground Transportation Permit between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Mark Norman, the 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 16th day of April, 2013.



[Signature]

Dean J. Breda, Secretary
Zipcar, Inc.


Corporate Seal

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

No Events No Name History

Entity Name Search

[Return to Search Results](#)

Search

Detail by Entity Name**Foreign Profit Corporation**

ZIPCAR, INC.

Filing Information

Document Number	F08000002160
FEI/EIN Number	043499525
Date Filed	05/12/2008
State or Country	DE
Status	ACTIVE

Principal Address

25 FIRST STREET
4TH FLOOR
CAMBRIDGE, MA 02141

Changed: 03/29/2012

Mailing Address

25 FIRST STREET
4TH FLOOR
CAMBRIDGE, MA 02141

Changed: 03/29/2012

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail**Name & Address**

Title AS

GOLDFINGER, EDWARD
25 FIRST STREET
CAMBRIDGE, MA 02141

Title AT

RAMESH, T S
 25 FIRST STREET
 CAMBRIDGE, MA 02141

Title D

Nelson, Ron
 25 FIRST STREET
 CAMBRIDGE, MA 02141

Title D

Wyshner, David
 25 FIRST STREET
 CAMBRIDGE, MA 02141

Title S

BREDA, DEAN J
 25 FIRST STREET
 CAMBRIDGE, MA 02141

Title CEO, President

Norman, Mark
 25 FIRST STREET
 CAMBRIDGE, MA 02141

Title Treasurer

Frick, Janet
 25 First St
 Fl. 4
 Cambridge, MA 02141

Annual Reports

Report Year	Filed Date
2011	04/28/2011
2012	03/29/2012
2013	03/25/2013

Document Images

03/25/2013 -- ANNUAL REPORT	View image in PDF format
03/29/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
05/12/2008 -- Foreign Profit	View image in PDF format

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000002160

Entity Name: ZIPCAR, INC.

FILED
Mar 25, 2013
Secretary of State

Current Principal Place of Business:

25 FIRST STREET
4TH FLOOR
CAMBRIDGE, MA 02141

Current Mailing Address:

25 FIRST STREET
4TH FLOOR
CAMBRIDGE, MA 02141 US

FEI Number: 04-3499525

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

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:

Electronic Signature of Registered Agent Date

Officer/Director Detail Detail :

Title AS
Name GOLDFINGER, EDWARD
Address 25 FIRST STREET
City-State-Zip: CAMBRIDGE MA 02141

Title AT
Name RAMESH, T S
Address 25 FIRST STREET
City-State-Zip: CAMBRIDGE MA 02141

Title D
Name NELSON, RON
Address 25 FIRST STREET
City-State-Zip: CAMBRIDGE MA 02141

Title D
Name WYSHNER, DAVID
Address 25 FIRST STREET
City-State-Zip: CAMBRIDGE MA 02141

Title S
Name BREDA, DEAN J
Address 25 FIRST STREET
City-State-Zip: CAMBRIDGE MA 02141

Title CEO, PRESIDENT
Name NORMAN, MARK
Address 25 FIRST STREET
City-State-Zip: CAMBRIDGE MA 02141

Title TREASURER
Name FRICK, JANET
Address 25 FIRST ST
FL. 4
City-State-Zip: CAMBRIDGE MA 02141

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: T S RAMESH

ATTORNEY-IN-FACT (LCA) 03/25/2013

Electronic Signature of Signing Officer/Director Detail Date

**FIRST AMENDMENT TO
NONCONCESSIONAIRE RENTAL CAR OPERATOR
GROUND TRANSPORTATION PERMIT**

THIS FIRST AMENDMENT TO NONCONCESSIONAIRE RENTAL CAR OPERATOR GROUND TRANSPORTATION PERMIT (this "First Amendment") is made and entered into this ____ day of _____, 20_____, by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and Zipcar, Inc., a Delaware corporation ("Permittee"), having its office and principal place of business at 25 First Street, Cambridge, MA 02141.

WITNESSETH:

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

WHEREAS, County and Permittee have entered into that certain Nonconcessionaire Rental Car Operator Ground Transportation Permit commencing April 9, 2013 (the "Permit") authorizing Permittee to engage in ground transportation on the Airport; and

WHEREAS, the parties hereto desire to amend the Permit in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and 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. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Permit.

2. Section 2.06 of the Permit ("Gross Revenues") is hereby deleted in its entirety and replaced with the following Section 2.06:

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".
- B. Late charges and cancellation fees.
- 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.

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 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, when such charges are itemized and charged separately and are not included in the charge for rental or use of the vehicle.
7. Membership and application fees, excluding charges for the use, rental or lease of vehicles pursuant to Section 2.06(A) above.

3. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Permit shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

4. Paragraph Headings. The heading of the various sections of this First Amendment 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 First Amendment or the Permit.

5. Effective Date. This First Amendment shall become effective as of April 9, 2013.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Department of Airports

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

Witness
Kari Jorgenson

Typed or printed name

Witness
Shannon Carroll

Typed or printed name

PERMITTEE

By: Zipcar, Inc.

Mark D. Norman

Typed or printed name

Title: President

(Corporate Seal)

RESOLUTION NO. R-2013-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; CONSENTING TO SUBLEASE BY AVIS RENT-A-CAR SYSTEM LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, through its Department of Airports, owns and operates the Palm Beach International Airport; and

WHEREAS, County and Avis Rent-A-Car System LLC ("Avis") have entered into that certain Airport Ground Lease Agreement dated March 1, 1988, as amended, (R-88-314) (the "Lease") whereby Avis leases from County certain lands at the Airport to operate and maintain a rental car facility; and

WHEREAS, the Lease requires the County's written consent of any sublease of the leased premises; and

WHEREAS, Avis desires to sublease a portion of the leased premises to Zipcar, Inc. (the "Sublessee"), and has requested the written consent of County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference.
2. County hereby consents to Avis entering into that certain Sublease Agreement with Sublessee dated May 23, 2013, attached hereto as Exhibit "A", (the "Sublease") for the sublease of certain premises contained within the leasehold of Avis under the Lease, subject to the following terms and conditions:
 - a. Notwithstanding any provision of the Sublease to the contrary, County hereby rejects any such provision in the Sublease, if any, which gives a greater right to the Sublessee than that which Avis has and, further, County rejects any provision of the Sublease which purports to give the Sublessee a right or interest in the premises independent of the Lease.
 - b. It is the express intent of County that any forfeiture, loss or termination of the Lease shall automatically terminate any sublease of the premises.
 - c. County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.
 - d. Avis shall remain liable to County for all rights and obligations contained in its Lease with County.
3. Should any section, paragraph, sentence, clause or word of this Resolution be held unconstitutional, inoperative, or void, such holding should not affect the validity of the remainder of this Resolution.
4. The provisions of this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Steven L. Abrams, Mayor -
- Commissioner Priscilla A. Taylor, Vice Mayor -
- Commissioner Hal R. Valeche -
- Commissioner Paulette Burdick -
- Commissioner Shelley Vana -
- Commissioner Mary Lou Berger -
- Commissioner Jess R. Santamaria -

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2013.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

EXHIBIT "A"
TO RESOLUTION

THE "SUBLEASE"

SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter referred to as "Agreement") is entered into this 23rd day of May, 2013 by and between Avis Rent-A-Car System LLC (hereinafter referred to as "Sub-Lessor"), and Zipcar, Inc. (hereinafter referred to as "Sub-Lessee")

RECITALS

WHEREAS, Sub-Lessor controls the premises located at 2500 Turnage Blvd., Palm Beach International Airport, West Palm Beach, FL 33406, which includes a building and parking lot (the "Leased Premises") leased by Sub-lessor from Palm Beach County ("County") pursuant to that certain Airport Ground Lease Agreement between County and Sub-lessor dated March 1, 1988 (R-88-314) as amended (the "Lease").

WHEREAS, Sub-Lessee desires to sub-lease five (5) parking spaces from the Sub-Lessor;

NOW, THEREFORE, in consideration of the mutual premises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. The above recitals are incorporated herein by reference into this paragraph as if set forth at length.

2. Demised Premises. The Demises Premises consist of five (5) parking spaces located in the parking lot described In Exhibit "A" attached hereto (the "Demised Premises"), being a portion of the Leased Premises. The parties agree that, upon mutual consent, the Demised Premises may be increased to a total of up to fifteen (15) parking spaces. The sole and exclusive use of the Demised Premises by Sub-Lessee is as a parking area for no more than one (1) vehicle at any one time for each parking space. Sub-Lessee shall not use or permit to be used the Demised Premises or any part thereof for any purpose or use other than for the parking of no more than one (1) vehicle for each approved parking space, nor for any purpose or use in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to the Sub-Lessor, nor for any hazardous purpose. Sub-Lessee shall not introduce into the demised premises, either temporarily or permanently, any unlawful or hazardous substances. Violation of this provision will be deemed a material breach of this Agreement.

3. Incorporation of the Lease by reference. The Lease is incorporated herein by reference, and made a part hereof. This Sublease is subject to all terms and conditions of the Lease.

4. Consideration. In consideration of the obligations of Sub-Lessee to pay rent and also to comply with the other terms and provisions herein, Sub-Lessor hereby subleases to Sub-Lessee, and Sub-Lessee takes from Sub-Lessor, the Demised Premises, consisting of the parking spaces as referenced above in Paragraph 2.

5. Term. The commencement date of the Agreement is April 9th, 2013, and shall continue on a month-to-month basis.

6. Rent.

(a) Sub-Lessee agrees to pay rent in the amount of five (5) dollars per space

per month commencing April 9th 2013.

- (b) Rent payments are to be made by check payable to Avis Rent-A-Car System, LLC, and mailed or delivered to 6 Sylvan Way, Parsippany, NJ 07054. Rent payments are due on or before the first day of each month.
- (c) Sub-Lessee expressly agrees that it will pay the rent through the entire Term, even if Sub-Lessee is not using the parking spaces that are the subject of this Agreement.

7. Security Deposit. Not Applicable.

8. Right to Terminate. Sub-Lessor or Sub-Lessee is granted the unrestricted and unlimited right to terminate this Agreement for any reason or for no reason by providing thirty (30) days notice by certified mail, return receipt requested or by recognized overnight courier service. If either party terminates this Agreement pursuant to this paragraph, then Sub-Lessee shall vacate the premises by the time that the notification period has expired.

9. General Maintenance. Sub-Lessor is responsible for general maintenance of the Demised Premises.

10. Signage. Sub-Lessee has the right to install signage with respect to the Demised Premises, subject to the approval of the Sub-Lessor, which approval shall not be unreasonably withheld.

11. Insurance. Sub-Lessee agrees to carry general liability insurance with an amount of coverage of no less than \$1,000,000 per occurrence and a general aggregate of \$2,000,000 with such insurance to be in effect during the entire Term and any additional term pursuant to the exercise of an option to renew. Sub-Lessee is to provide proof of insurance by a certificate of insurance, and Palm Beach County, West Palm Beach, FL is to be named as an additional insured. Sub-Lessee agrees to provide immediate notice to the Sub-Lessor as soon as the Sub-Lessee is notified that the insurance policy will be cancelled. Sub-Lessee agrees to provide a Certificate of Insurance evidencing such insurance, and naming Palm Beach County as an additional insured, at or prior to the commencement of the insurance policy period or any renewal thereof.

12. Indemnification. Sub-Lessee shall indemnify Sub-Lessor and hold it harmless from any suits, actions, damages, liability and expenses in connection with bodily or personal injury, death or property damage arising from or out of any occurrence in, upon, at or from the Demised Premises or any improvement thereof or the occupancy of use thereof by Sub-Lessee, whether occasioned wholly or in part by any act or omission of the Sub-Lessee, its agents, contractors, employees, servants, invitees, or licensees and regardless of whether the person making the claim was employed by the Sub-Lessee at the time of the event giving rise to the claim and entitled to receive benefits under any workers' compensation law. Notwithstanding anything herein to the contrary, Sub-Lessee shall not indemnify and/or hold Sub-Lessor harmless where such personal or bodily injury, death or property damage was caused by the gross negligence or willful misconduct on the part of the Sub-Lessor, its agents, contractors, employees, servants, invitees, or licensee. Further, Sub-Lessor shall not be liable or responsible to any extent whatsoever for any loss or damage to Sub-Lessee's equipment, fixtures or other

personal property, or to any alleged losses to the Sub-Lessee's business, including an alleged loss of revenues or profits.

13. Assignment or Subletting by Sub-Lessee. Sub-Lessee shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber all or any part of its interests in this Agreement or in the demised premises, or sublet the whole or part of any of the demised premises, without first obtaining in each and every instance the prior written consent of the Sub-Lessor, which consent shall be at the uncontrolled discretion of the Sub-Lessor and for any reason or no reason.

14. Assignment by Sub-Lessor. Sub-Lessor is entitled to assign this Agreement to any third party, including a purchaser of the Demised Premises.

15. Successors and Assigns. All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, subtenants, licensees and assigns of said parties.

16. Remedies for Default by Sub-Lessee. If at any time Sub-Lessee fails to remedy any default in the payment of any sum due under this Agreement for five (5) days after notice, or fails to remedy any default with respect to any other provision, covenant or condition of this Agreement within ten (10) days after notice, or if Sub-Lessee abandons the Demised Premises, or if Sub-Lessee willfully ceases to operate its business in the Demised Premises for ten (10) consecutive days, or if Sub-Lessee breaches any obligations under this Agreement which are not cured within ten (10) days, then in any such event Sub-Lessor may at its option and without being limited in its exercise of any other right or remedy do the following:

(a) Sub-Lessor or any person acting under its authority may immediately and without further notice seek recovery of the Demised Premises through summary disposition proceedings and may likewise pursue any other remedies to which it may be entitled as a matter of law.

(b) Sub-Lessor may terminate this Agreement by giving Sub-Lessee written notice of its election to do so as of a specified date not less than ten (10) days after the date of giving such notice, and this Agreement shall then expire on the date so specified and Sub-Lessor shall be entitled to re-enter and regain possession of the Demised Premises as if that date had been originally fixed as the expiration date of the term of this Agreement.

17. Notice. Any notices by either party to the other shall be sent to the following individuals at the following addressed:

Sub-Lessor: Avis Rent-A-Car System, LLC
Attn: Properties Department
6 Sylvan Way
Parsippany, NJ 07054

Sub-Lessee: Zipcar, Inc.
25 First Street
Cambridge, MA 02141

18. Complete Agreement. This document represents the complete agreement of the parties, and no subsequent oral agreement shall be effective unless it is reduced to writing and signed by both parties.

19. Execution of Agreement. This Agreement may be executed in counterparts, and faxed or emailed copies of signatures are binding as original signatures. Further, the parties represent that the individuals executing this Agreement have authority to do so.

Avis Rent-A-Car System, LLC

BY: Robert B... (Seal)

Zipcar, Inc.

BY: [Signature] (Seal)

EXHIBIT "A"

Description of Premises Leased

(Described Premises)

PROPERTY DESCRIPTION
PBIA LEASE PARCEL N-9
(RENTAL CAR READY - RETURN FACILITY)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH $03^{\circ}56'36''$ EAST, A DISTANCE OF 898.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $38^{\circ}15'31''$ WEST, A DISTANCE OF 638.65 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 366.00 FEET (A RADIAL LINE FROM SAID POINT BEARS NORTH $10^{\circ}14'11''$ EAST); THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ}21'07''$, AN ARC DISTANCE OF 123.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH $60^{\circ}24'42''$ WEST, A DISTANCE OF 376.58 FEET; THENCE NORTH $38^{\circ}15'26''$ EAST, A DISTANCE OF 697.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 566.00 FEET (A RADIAL LINE FROM SAID POINT BEARS SOUTH $09^{\circ}32'08''$ WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $40^{\circ}00'18''$, AN ARC DISTANCE OF 395.19 FEET; THENCE SOUTH $40^{\circ}27'34''$ EAST, A DISTANCE OF 110.72 FEET TO THE POINT OF BEGINNING.