

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 6, 2026	☒ [X]	Consent	☐ []	Regular
	☐ []	Workshop	☐ []	Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: License Agreement (License) with Avis Budget Car Rental, LLC (Avis), for the use of designated public parking spaces in connection with its rental car operations at the President Donald J. Trump International Airport (DJT), commencing June 1, 2026, and expiring on June 30, 2026, with automatic month-to-month renewals thereafter through September 30, 2027, unless earlier terminated, for payment of a license fee in an amount equal to 115% of the then-applicable daily rate per designated parking space.

Summary: Avis entered into a License Agreement (Prior License) (R2026-0242) on December 3, 2025, for the use of two (2) parking spaces in connection with its Rental Car Lease and Concession Agreement (Concession Agreement) (R2022-0936) at DJT for the operation of its Avis First program. Avis First is a premium, concierge-level car rental service allowing participating customers to pick up and return rental vehicles within the public parking facilities at DJT. Avis has since requested additional designated parking spaces to support the program. This License provides flexibility for the Department of Airports (Department) to designate, add, remove, reassign, or relocate parking spaces as needed, and authorizes the Department to remove designated spaces upon 15 days' prior written notice. Avis is required to pay 115% of the then-applicable posted daily charge per parking space for use of designated public parking spaces. The Prior License terminated upon the commencement of this License on June 1, 2026. Resolution R2007-2070 authorizes the County Administrator or designee, which in this case is the Director of the Department of Airports, to execute the standard form License. Countywide (SB)

Background and Justification: Avis provides rental car services at DJT pursuant to the Concession Agreement. To satisfy demand for an elevated rental car experience, Avis requested to increase the number of designated parking spaces in the public parking facilities to support the Avis First program at DJT.

- Attachments:**
- 1. License Agreement (1) (w/Exhibits A and B)
- =====

Recommended By: 	<u>Lana Berke</u> Department Director	9/10/26
		Date
Approved By: 	<u>Chief Deputy County Administrator</u>	9/16/26
		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
Operating Revenues	(\$1,996)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$1,996)				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in the Current Budget? Yes No X
Does this item include the use of federal funds? Yes No X
Does this item include the use of state funds? Yes No X

Budget Account No: Fund 4100 Department 120 Unit 8340 Resource 4467
Reporting Category

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

The fiscal impact above represents anticipated license fee revenue through October 31, 2026, based on the initial four (4) designated parking spaces and the current daily parking rate of \$14.00 per space, adjusted by the 115% license fee factor provided in the License. Actual revenue beyond October 31, 2026 is uncertain and may vary based on changes to the number of designated parking spaces and applicable parking rates. However, the cost per space will remain 115% of the then current parking rate per space. The fiscal impact shown above does not include \$7,856.80 in license fee revenue attributable to the period from June 1, 2026 through September 30, 2026. That revenue impacts the FY 2026 budget and is therefore excluded from the fiscal impact table, which begins with FY 2027.

C. Departmental Fiscal Review:

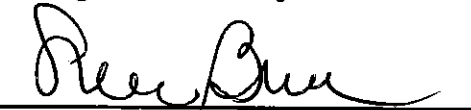
III. REVIEW COMMENTS

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


OFMB
KK 9/15


Contract Dev. and Control
EG 9.15.26

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 22 day of May, 2026, ("Effective Date") by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Avis Budget Car Rental, LLC, a Delaware limited liability company,, as the sole owner of Avis Rent A Car System, LLC ("Avis"), having its office and principal place of business at 379 Interpace Pkwy, Parsippany, NY 07054 ("Licensee").

WITNESSETH:

WHEREAS, County owns and operates, by and through its Department of Airports ("Department"), the commercial service airport located at 1000 James L. Turnage Blvd, West Palm Beach, FL 33406, currently known as the Palm Beach International Airport ("Airport"); and

WHEREAS, Licensee is the Tenant under that certain Agreement for Rental Car Lease and Concession dated September 13, 2022 (R2022-0936, as amended), ("Concession Agreement"), providing for rental car lease and concessions at the Airport; and

WHEREAS, the County and Avis entered into that certain License Agreement dated December 3, 2025 (R2026-0242) (the "Prior Agreement"), and desire that the Prior Agreement be terminated and replaced by this Agreement upon the Commencement Date; and

WHEREAS, County is the owner and operator of the public parking facilities at the Airport; and

WHEREAS, Licensee desires a license to use certain public parking spaces in connection with its rental car operations in such locations as designated by the Department for the short-term staging of rental cars; and

WHEREAS, County is willing to grant Licensee a revocable license for the short-term staging of a limited number of rental cars in connection with Licensee's operations at the Airport.

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 Licensed 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. Terms not defined herein shall have the meanings set forth in the Concession Agreement.

1.02 **Licensed Property.** The Licensed Property consists of individual parking spaces within the Airport's public parking facilities as may be designated by the Department from time to time (collectively, the "Licensed Property"). As of the Effective Date, the Licensed Property includes four (4) parking spaces located within the Long-Term Parking Garage at the Airport in locations designated by the Department. Licensee may request additional parking spaces be added or removed from the Licensed Property in accordance with the terms and conditions of this Agreement. Parking spaces may be removed from the Licensed Property upon fifteen (15) days' prior written notice to Licensee. Licensee may request the addition of additional parking spaces upon written request to the Department, which may be granted,

withheld or conditioned in the sole and absolute discretion of the Department. The parties acknowledge and agree that the Department may designate, remove, reassign, relocate, reconfigure, or otherwise modify the parking spaces comprising the Licensed Property upon ten (10) days' prior written notice to Licensee of such change. Licensee acknowledges that the Department shall have no obligation whatsoever to approve Licensee's request for additional spaces or to provide parking spaces at any particular location or parking facility and that no minimum number of parking spaces is guaranteed under this Agreement. Any parking spaces designated or approved by the Department pursuant to this Section shall automatically become part of the Licensed Property upon written notice from the Department and shall be subject to all terms and conditions of this Agreement.

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

3.01 Term. The term of this Agreement shall commence on June 1, 2026 and expire on June 30, 2026, unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (each, a "Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond September 30, 2027; and further provided, either party may terminate this Agreement upon providing no less than five (5) 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".

3.02 Termination of Prior Agreement. Upon the Commencement Date of this Agreement, that certain License Agreement between Palm Beach County and Avis, dated December 3, 2025 (R2026-0242), shall automatically terminate without further action by either party, and neither party shall have any further rights or obligations thereunder, except for those which expressly survive termination pursuant to the terms of the Prior Agreement.

ARTICLE 3 LICENSE FEE

3.01 License Fee. The license fee payable hereunder for the use of the Licensed Property ("License Fee") shall be an amount equal to one hundred fifteen percent (115%) of the then-applicable Daily Rate (as hereinafter defined) per parking space multiplied by the number of calendar days in the applicable month, multiplied by the number of licensed parking spaces, plus applicable sales taxes. For purposes of this Agreement, the "Daily Rate" means County's posted daily charge per parking space within each public parking facility where the Licensed Property is located. By way of example only, if the Daily Rate is fourteen dollars (\$14.00), the adjusted rate at one hundred fifteen percent (115%) would be sixteen dollars and ten cents (\$16.10) per day, per parking space. Licensee acknowledges and agrees that the Security Deposit provided pursuant to Section 5.13 of the Concession Agreement shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Licensee under this Agreement. In the event of any failure by Licensee to pay any sums, rentals or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Licensee shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required by the Concession Agreement.

3.02 Commencement and Time of Payment of License Fee. The License Fee shall be due upon the Commencement Date and shall be payable in advance, on or before the first (1st) day of each and every month throughout the Term of this Agreement without demand. Any License Fee for a partial month shall be based on the actual number of days in such calendar month. All payments must be delivered (together

with applicable sales taxes), without demand and without any deduction, holdback or set off whatsoever, to: Palm Beach County Department of Airports, 846 Palm Beach International Airport, Finance Division, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Payments shall be made payable to "Palm Beach County."

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

4.01 Use of the Licensed Property. Licensee shall use the Licensed Property solely and exclusively for the Avis First program vehicle delivery and return operations conducted pursuant to the Concession Agreement. Licensee shall not use, permit or suffer the use of the Licensed Property for any other business or purpose whatsoever.

- a. Licensee acknowledges the Licensed Property is limited to the parking spaces designated by the Department hereunder and agrees that Licensee shall not use, or allow its customers to use, any other parking spaces within the Airport's public parking facilities for the conduct of its rental car operations.
- b. Licensee shall not park or store damaged vehicles in the Licensed Property at any time.
- c. Licensee shall not perform or allow any type of vehicle service, maintenance, repair, including, but not limited to, body repair of any kind, oil changes, fueling or defueling to occur in the Licensed Property.
- d. Licensee shall be responsible for removal of any unauthorized vehicles parked in the Licensed Property at Licensee's sole cost and expense.
- e. Licensee shall be strictly prohibited from installing or posting any signage, promotional materials, displays and/or advertisements within the Licensed Property with the exception of signage specific to the Avis First program approved in writing by the Department for installation within the Licensed Property. The Department shall have the right, in its sole and absolute discretion, to require Licensee to remove any advertising, displays or promotional materials determined by the Department to be in conflict with its advertising concession or any other Airport concession. All signage and displays installed or posted within the Licensed Property shall be made of high quality materials and professionally manufactured and installed. Licensee shall not post handwritten signage or plastic banners or other similar signage within the Licensed Property.
- f. Licensee shall not use, or cause to be used, any Airport curbside, roadway or other Airport property for the delivery, return or exchange of rental car vehicles that is not leased or licensed to Licensee for use in connection with the Concession Agreement.
- g. Each time Licensee delivers a vehicle to the Licensed Property, Licensee shall cause a ticket to be pulled from the parking tollbooth kiosk located at the entry of the Licensed Property. Licensee shall be responsible for providing the ticket and parking voucher ("Parking Voucher"), identifying the parking transaction as an Avis First transaction (hereinafter collectively, "Parking Documentation"), to Licensee's customer to exit the public parking facilities.
 - i. Licensee's customers and/or employees or contractors responsible for staging vehicles within the Licensed Property shall provide the Parking Documentation to a cashier when exiting the public parking facilities. Licensee's acknowledges and agrees that Licensee's failure to provide Parking Documentation to the customer or customer's loss of the Parking Documentation shall require the customer to pay

applicable parking fees upon exit, which shall not be subject to reimbursement by County hereunder.

- ii. Licensee acknowledges and agrees that Sunpass shall not be used upon entering the public parking facilities. Licensee shall be solely responsible for any parking charges incurred for use of Sunpass upon entry to the public parking facilities.
- iii. Licensee shall develop a Parking Voucher for parking transactions in connection with this License, which shall be subject to the review and approval of the Department. Parking Vouchers shall: (a) be sequentially numbered; (b) include the date and time of entry, the parking ticket number, the license plate number of the rental car vehicle, and the vehicle make and model; (c) identify the Avis First transaction number; (d) state "Do Not Duplicate"; and (e) be printed in a different color weekly. Licensee shall propose and implement procedures to ensure Parking Vouchers cannot be easily duplicated or forged, which procedures shall be subject to the review and approval of the Department. Licensee shall be solely responsible for the improper use or duplication of Parking Vouchers by Licensee and/or its contractors, employees or customers and shall reimburse County for any and all losses associated with such improper use and/or duplication at Licensee's sole cost and expense. Licensee shall notify the County's Parking Management Company each Friday of the designated color of the Parking Vouchers for the upcoming week.
- iv. Licensee shall detail the total number of Avis First parking transactions each day by Parking Voucher number in its Monthly Statement of Gross Revenues required by Section 5.08 of the Concession Agreement. Failure to comply with the requirements of this subsection 4.01(g)(iv) shall be considered a violation of the Reporting Requirements, entitling County to assess liquidated damages in accordance with Section 5.15 of the Concession Agreement.

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

4.03 Condition of the Licensed Property. Licensee accepts the Licensed 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 Licensed Property including, but not limited to, any warranties or representations relating to the physical condition of the Licensed Property or any improvements located therein, or the suitability of the Licensed Property or any improvements for the Licensee's intended use. Licensee acknowledges there is no utility service on the Property including, but not limited to electricity for parking lot lighting.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Licensed Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Licensed 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 Licensed 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 Licensed Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Licensed Property with or without Licensee's consent or knowledge comply with all applicable laws on the Licensed Property. Licensee shall indemnify, defend

and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 County Nondiscrimination Provisions. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered a default of this Agreement.

4.07 Federal Contract Provisions. Licensee shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "B", which may be amended or updated from time to time upon written notice by County to Licensee, without formal amendment hereto.

4.08 Surrender of the Licensed Property. Unless otherwise agreed to by County in writing, upon expiration or earlier termination of Licensee's license to use the Licensed Property, Licensee, at its sole cost and expense, shall surrender the Licensed Property to the County, and restore the condition of the Licensed Property to at least the same condition as the Licensed Property was in as of the Commencement Date of this Agreement.

4.09 County's Right to Enter. County shall have the right to enter the Licensed 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 Licensed 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 Licensed 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.

4.10 Restoration and Removal Obligations. Upon the expiration or sooner termination of this License, Licensee shall, at its sole cost and expense, remove all signage and displays installed or maintained by Licensee within or adjacent to the Licensed Property. Licensee shall clean and restore the Licensed Property to a neat, clean, and orderly condition, free of debris, trash, and stains, and otherwise in at least as good a condition as existed on the Commencement Date, reasonable wear and tear excepted. Licensee shall repair any damage to the Licensed Property or surrounding facilities caused by or resulting from such removal or from Licensee's use thereof. In the event Licensee fails to complete such removal, cleaning, or restoration within ten (10) days after the effective date of termination or expiration, County may, without further notice, perform the same and Licensee shall reimburse County for all costs incurred, plus a twenty-five percent (25%) administrative fee, within fifteen (15) days after written demand. Any property of Licensee remaining on the Licensed Property after such ten-day period shall be deemed abandoned and may be removed or disposed of by County without liability to Licensee.

ARTICLE 5 REPAIRS AND MAINTENANCE OF LICENSED PROPERTY/SECURITY

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

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

**ARTICLE 6
INSURANCE**

Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in the Concession Agreement, which insurance coverages are incorporated herein by reference. The requirements contained therein, 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 Licensed Property; (ii) the occupancy or use by Licensee of the Licensed 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 Licensed 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 Licensed Property, which license is expressly revocable by County for any reason whatsoever upon fifteen (15) days' prior written notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon fifteen (15) days' prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement. A default by Licensee of this Agreement, or any permit, lease or other agreement between County and Licensee, including the Concession Agreement, which default has not been cured within the applicable cure period as provided in such permit, lease or other agreement, shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R84-427), as amended and supplemented ("Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Licensee agrees it shall comply with all Grant Obligations applicable to Licensee by virtue of this Agreement. County agrees to provide Licensee with written notice of any new or amended Grant Obligations, which modify Licensee's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

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 Licensed 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
Attn: Airport Director
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Fax: (561) 471-7427
- (b) If to the Licensee at:
Avis Budget Car Rental, LLC
379 Interpace Pkwy
Parsippany, New Jersey 07054

With copy to:
Avis Budget Car Rental, LLC
Attn: Director of Properties
1855 Griffin Road
Suite A-470, 4th Floor
Dania, FL 33004

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

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

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

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

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

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

10.10 Severability. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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

10.12 Office of the 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 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 Scrutinized Companies.

- A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.
- B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Consultant, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

10.15 Human Trafficking Affidavit. Licensee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensee has executed Exhibit "A", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

10.16 Digital Accessibility Compliance. Licensee acknowledges that County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Licensee represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at

the time of delivery. Licensee shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Licensee shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by County to be noncompliant, Licensee shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by County. Licensee shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to County is provided. Failure to comply with this subsection shall constitute a material breach of this Agreement.

10.16 Termination of Prior Agreement. The parties hereby agree that certain License Agreement between County and Licensee dated December 3, 2025 (R2026-0242) shall be terminated upon the Commencement Date of this Agreement, whereupon the parties shall be released from all further obligations thereunder, with the exception of those obligations arising prior to the date of termination or that expressly survive termination of the Prior Agreement.

10.17 Effective Date. This Agreement shall become effective when executed by the parties hereto as of the date first written above.

{Remainder of this page intentionally left blank.}

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

WITNESSES:

A. Andujar
Signature
Allison Andujar
Typed or Printed Name

Shawn Larose
Signature
Shawna Larose
Typed or Printed Name

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

By: Len Buba
Director of Airports

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Inne Helgent
County Attorney

WITNESSES:

Donna A. Swabner
Signature
Donna A. Swabner
Typed or Printed Name

Noreen C. Foley
Signature
Noreen C. Foley
Typed or Printed Name

LICENSEE:
AVIS BUDGET CAR RENTAL, LLC

By: Jeffrey R. Luna
Jeffrey R. Luna, Vice President, Real Estate
(Seal)



EXHIBIT "A"

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of AVIS Budget Car Rental, LLC
Licensee and attest that Licensee does not use coercion for labor or services as defined in Section 787.06,
Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

[Signature]
(signature of officer or representative)

Jeffrey R. Luna
(printed name of officer or representative)

State of New Jersey
County of Morris

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, _____
11 day of May 2024 by Jeffrey R. Luna.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

NOTARY PUBLIC
My Commission Expires: 11/25/2028
State of New Jersey at large

(Notary Seal)



FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Licensee, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations. The Licensee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination. The Licensee, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Licensee of the Licensee's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports. The Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Licensee is in the exclusive possession of another who fails or refuses to furnish the information, the Licensee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of a Licensee's noncompliance with the non-discrimination provisions of this Contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Licensee under this Contract until the Licensee complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions. The Licensee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Licensee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Licensee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Licensee may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the Licensee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. The Licensee for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee will use the Licensee Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
 2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Licensee' use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.
- D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Licensee for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

E. General Civil Rights Provision. The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee. This provision obligates the Licensee for the period during which the property is owned, used or possessed by Licensee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

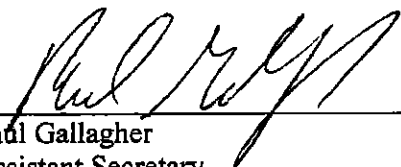
AVIS BUDGET CAR RENTAL, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Jeffrey Luna, Vice President of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 12th day of February 2025.



Paul Gallagher
Assistant Secretary





Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001939	Avis Budget Car Rental LLC	Modified	Compliant					PBI-AV-22-01	Avis Budget Car Rental LLC
		A+ , XV	Continental Casualty Company	Self Insured	7/1/2026	7/1/2027	Auto Liability		
		A+g , XV	The Continental Insurance Company	8045429518	7/1/2026	7/1/2027	Excess Liability		
		A+ , XV	Continental Casualty Company	GL9001603190	7/1/2026	7/1/2027	General Liability		
		A+g , XV	American Casualty Company of Reading, Pennsylvania	WC4014106301	7/1/2026	7/1/2027	Workers Comp		
		A+g , XV	The Continental Insurance Company	WC4014106346	7/1/2026	7/1/2027	Workers Comp		
		A+g , XV	Transportation Insurance Company	WC4014106265	7/1/2026	7/1/2027	Workers Comp		

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

CONTINUATION
CERTIFICATE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , Surety upon

a certain Bond No. 106982339

dated effective 01/01/2019
(MONTH-DAY-YEAR)

on behalf of AVIS BUDGET CAR RENTAL, LLC DBA BUDGET RENT A CAR SYSTEMS, INC. & PAYLESS RENT A
CAR, INC.
(PRINCIPAL)

and in favor of PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on January 1, 2026
(MONTH-DAY-YEAR)

and ending on January 1, 2027
(MONTH-DAY-YEAR)

Amount of bond \$1,277,926.92

Description of bond concession - Palm Beach International Airport

Premium: \$ 6,390.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 5, 2025
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 
ATTORNEY-IN-FACT Bartonya Wright



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

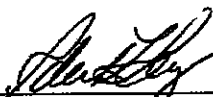
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dartonya Wright** of **CHICAGO**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

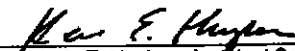
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of November 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.